

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

NATCHITOCHES CITY COUNCIL MEETING
JULY 14, 2014
5:30 P.M.

A G E N D A

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. READING AND APPROVAL OF THE MINUTES OF JUNE 23, 2014

5. PLANNING & ZONING - INTRODUCTION:

#028 Stamey Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot On South Side Of St. Maurice Lane, 100 Feet X 716 Feet, Being The East 90 Feet Of Lot 2 And West 10 Feet Of Lot 3 Of St. Maurice Plantation From R-1 Special Exception To R-2 Multiple Family To Convert An Additional Structure To A Dwelling Unit (**701 St. Maurice Lane**) Jacque McLamore Crew

#029 Nielsen Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot 50 Feet Front On East Side Of Third Street, By Depth Of 173 Feet, Bound North By Monroe, And South By Johnson From B-2 Commercial To B-3 Commercial To Operate A Pet Store (**837 Third St.**) Dennis West, II

6. ORDINANCE-FINAL:

#026 Mims Ordinance Accepting And Approving The Final Amended And Restated Power Supply Agreement Between Cleco Power LLC And The City Of Natchitoches, In Order To Extend The Power Supply Contract Between Cleco Power LLC And The City Of Natchitoches Dated April 1, 2010, For The Continued Sale Of Power And Energy Between Cleco Power LLC And The City Of Natchitoches, Louisiana And Authorizing The Mayor, Lee Posey, To Execute The Amended And Restated Power Supply Agreement

7. **RESOLUTIONS:**

✓ **#066** **Morrow**

Resolution Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A First Lease Amendment To Water Tower Option And Lease Agreement With New Cingular Wireless PCS, To Allow The Installation Of LTE Antennas, Associated Cables And Other Communications Instruments

✓ **#067** **Payne**

Resolution Approving The Terms Of A Intergovernmental Cooperative Endeavor Agreement Between The State Of Louisiana Through The Department Of Transportation And Development And The City Of Natchitoches For The Transfer Of Concrete Barriers, And Authorizing The Mayor To Execute The Intergovernmental Cooperative Endeavor Agreement On Behalf Of The City Of Natchitoches

✓ **#068** **Stamey**

Resolution Authorizing The Mayor To Advertise And Accept Bids For The Purchase Of A Bucket Truck For The City Of Natchitoches Utility Department (**Bid No. 0553**)

✓ **#069** **Nielsen**

Resolution Authorizing The Mayor To Advertise And Accept Bids For The Purchase Of Utility Poles-CCA For The City Of Natchitoches Utility Department (**Bid No. 0554**)

#070 **Mims**

Resolution Authorizing The Mayor To Advertise And Accept Bids Electrical Supplies For The City Of Natchitoches Utility Department (**Bid No. 0555**)

*BID NO. 0551
ON HOLD* **#071** **Morrow**

Resolution Authorizing The Mayor To Advertise And Accept Bids For The Texas And Pacific Railway Depot – Drainage And Paving Project (**Bid No. 0550**)

*BID NO. 0552
ON HOLD* **#072** **Stamey**

Resolution Authorizing The Mayor To Advertise And Accept Bids For The Texas And Pacific Railway Depot– Building Repairs Project (**Bid No. 0552**)

#073 **Nielsen**

Resolution Authorizing The Mayor To Advertise And Accept Bids For The Amulet Street Elevated Tank Rehabilitation Project (**Bid No. 0551**)

#074 **Payne**

Resolution Authorizing The Mayor To Execute Change Order No. 3 To The Contract Between The City Of Natchitoches And David Lawler Construction, Inc., For The Water Line Relocation Project – FY 2013 LCDBG Street Project (**Bid No. 0546**)

#075 **Mims**

Resolution Authorizing The Mayor To Execute A Certificate Of Substantial Completion To The Contract Between The City Of Natchitoches And David Lawler Construction, Inc. For The Water Line Relocation Project For The FY2013 LCDBG Streets Improvements Project (**Bid No. 0546**)

8. **ANNOUNCEMENTS:**

The next scheduled City Council meeting will be **July 28, 2014**.

9. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, JULY 14, 2014 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, July 14, 2014 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman Larry Payne
Councilman Dale Nielsen
Councilman David Stamey
Councilwoman Sylvia Morrow

Guests: None

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Payne was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the June 23, 2014 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Stamey. The roll call vote was as follows:

Ayes:	Payne, Nielsen, Mims, Stamey, Morrow
Nays:	None
Absent:	None
Abstain:	None

Mayor Posey stated we did not receive the funding for the grant involving the reconstruction of the stage. The grant the City applied has applied for the City Park redevelopment is still in the decision process and we hope to hear something soon as to whether this project will be funded.

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on July 14, 2014 as follows:

ORDINANCE NO. 028 OF 2014

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

LOT ON SOUTH SIDE OF ST. MAURICE LANE, 100 FEET X 716 FEET, BEING THE EAST 90 FEET OF LOT 2 AND WEST 10 FEET OF LOT 3 OF ST. MAURICE PLANTATION FROM R-1 SPECIAL EXCEPTION TO R-2 MULTIPLE FAMILY TO CONVERT AN ADDITIONAL STRUCTURE TO A DWELLING UNIT

(701 ST. MAURICE LANE)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **July 1, 2014** that the application of **Jacque McLamore Crew** to rezone the property described above from R-1 Special Exception to R-2 Multiple Family to convert an additional structure to a dwelling unit (701 St. Maurice Lane), be **APPROVED**.

Ms. Morrow stated several years ago Mr. Darrell Walker was denied to do something similar on St. Maurice Lane and wanted to know why this one has been approved. Ms. Fowler stated Mr. Walker requesting a subdivision of land for apartments he wanted to build. The adjoining subdivision was opposed to this subdivision being built. Each Planning and Zoning decision is made on a case by case basis. In this case tonight there was no opposition by the adjoining neighbors. Traffic, lack of access on the street, and other matters are discussed when these cases come up.

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on July 14, 2014 as follows:

ORDINANCE NO. 029 OF 2014

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

LOT 50 FEET FRONT ON EAST SIDE OF THIRD STREET, BY DEPTH OF 173 FEET, BOUND NORTH BY MONROE, AND SOUTH BY JOHNSON FROM B-2 COMMERCIAL TO B-3 COMMERCIAL TO OPERATE A PET STORE.

(837 THIRD ST.)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **July 1, 2014** that the application of **Dennis West, II** to rezone the property described above from B-2 Commercial to B-3 Commercial to operate a pet store (837 Third St.), be **APPROVED**.

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 026 OF 2014

AN ORDINANCE ACCEPTING AND APPROVING THE FINAL AMENDED AND RESTATED POWER SUPPLY AGREEMENT BETWEEN CLECO POWER LLC AND THE CITY OF NATCHITOCHES, IN ORDER TO EXTEND THE POWER SUPPLY CONTRACT BETWEEN CLECO POWER LLC AND THE CITY OF NATCHITOCHES DATED APRIL 1, 2010, FOR THE CONTINUED SALE OF POWER AND ENERGY BETWEEN CLECO POWER LLC AND THE CITY OF NATCHITOCHES, LOUISIANA AND AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE THE AMENDED AND RESTATED POWER SUPPLY AGREEMENT

WHEREAS, the City of Natchitoches (sometimes hereinafter "City") operates a municipal electric utility for the purpose of providing electric power to its residential, governmental, commercial and industrial customers; and

WHEREAS FURTHER, the City provides generation, transmission, and distribution services within and without the city limits; and

WHEREAS FURTHER, the City and Cleco power, LLC (sometimes hereinafter "Cleco"), previously negotiated and entered into a Power Supply Agreement dated April 1, 2010, which said agreement was approved b Ordinance No. 9 of 2010; and

WHEREAS FURTHER, in a desire to provide for lower utility rates for its customers and to provide for certainty in future rates, the City and Cleco negotiated a blend and extend contract with Cleco, and Cleco then prepared and submitted a Proposal and Term Sheet for Extension of the Power Supply Agreement, which the City Council approved by Ordinance No. 9 of 2014; and

WHEREAS FURTHER, an Amended and Restated Power Supply Agreement (sometimes hereinafter "Agreement") between Cleco and the City has now been drafted and submitted to the City Council for final approval in accordance with Ordinance No. 9 of 2014 and the City Council has reviewed the Agreement and believes that it is in the best interest of the City to enter into the Agreement and desires to authorize the Mayor of the City of Natchitoches to execute same on behalf of the City; and

NOW, THEREFORE, BE IT ORDAINED by the City Council in legal session convened, that the said Amended and Restated Power Supply Agreement between Cleco Power, LLC and the City of Natchitoches dated June 1, 2014, be and the same is hereby approved.

BE IT FURTHER ORDAINED that the Mayor, Lee Posey, is hereby authorized and empowered to represent the City of Natchitoches and to execute said Amended and Restated Power Supply Agreement between Cleco Power, LLC and the City of Natchitoches dated June 1, 2014 on behalf of the City, a copy of which Agreement is hereby attached and made a part of this Ordinance.

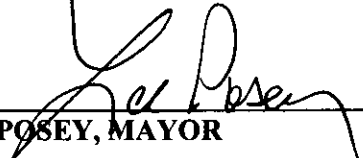
BE IT FURTHER ORDAINED that the Mayor, Lee Posey, is hereby authorized and empowered to do all other things necessary or proper in the premises.

THIS ORDINANCE was introduced on June 23, 2014 and published in the *Natchitoches Times* on June 28, 2014.


The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 14th day of July, 2014.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15th day of July, 2014 at 10:00 A.M.

AMENDED AND RESTATED POWER SUPPLY AGREEMENT

BETWEEN

CLECO POWER LLC

AND

THE CITY OF NATCHITOCHE

Dated: June , 2014

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AMENDED AND RESTATED POWER SUPPLY AGREEMENT

BETWEEN

SELLER POWER LLC

AND

THE CITY OF NATCHITOCHES

THIS AGREEMENT FOR Wholesale Electric Power Service (hereinafter referred to as "Agreement"), made and entered into this 9th day of June, 2014, by and between Cleco Power LLC, an investor-owned utility company engaged in the business of generating, transmitting, distributing, and selling electricity at retail and wholesale in, among other places, certain parts of the State of Louisiana, (hereinafter referred to as "SELLER"), and the City of Natchitoches, Louisiana, a Louisiana municipal corporation (hereinafter referred to as "BUYER"). BUYER and SELLER are referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, BUYER operates a municipal electric utility for the purpose of providing electric power to its residential, governmental, commercial and industrial customers; and

WHEREAS, BUYER provides distribution services within and without the city limits of Natchitoches, Louisiana; and

WHEREAS, SELLER is engaged in the business of providing electric power supplies to wholesale customers within Louisiana;

WHEREAS, effective December 19, 2013, as approved by the LPSC and the FERC, SELLER transferred functional control of its system to MISO and is subject to the MISO Tariff;

WHEREAS, the Parties entered into a wholesale contract on April 1, 2010, providing for SELLER to provide BUYER with full requirements capacity and energy through March 31, 2015; and

WHEREAS, BUYER and SELLER have concluded that it is in the best interests of the Parties to amend and extend the Power Supply Agreement on the terms provided for herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties hereto mutually contract and agree as follows:

ARTICLE I **DEFINITIONS**

The following terms herein shall have the respective meanings set forth below:

Agreement

"Agreement" means this Amended and Restated Power Supply Agreement.

Balancing Authority

"Balancing Authority" means MISO, who is the responsible entity that integrates resource plans ahead of time and maintains load-generation balance within a Balancing Authority.

Bankrupt

"Bankrupt" means, with respect to any entity, that such entity (i) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, which proceeding or petition is not dismissed, discharged, stayed, or restrained in each case within forty-five (45) days of the institution or presentation thereof; (ii) makes an assignment or any general arrangement for the benefit of creditors; (iii) otherwise becomes bankrupt or insolvent (however evidenced); (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any substantial portion of its property or assets; or (v) is generally unable to pay its debts as they become due.

Billing Month

"Billing Month" means the time from the date of the period-beginning meter reading and extending through the date of the period-ending meter reading, which readings shall be made approximately every thirty (30) days.

Business Day

"Business Day" means Monday through Friday except for legal holidays recognized by the State of Louisiana.

BUYER Resources

"BUYER Resources" means the SWPA Capacity and Energy.

BUYER System Facilities

"BUYER System Facilities" means the transformers and related wires of BUYER that SELLER may rely on to ensure system reliability.

Defaulting Party

"Defaulting Party" shall have the meaning defined in Section 8.1.

Effective Date

"Effective Date" shall be June 1, 2014.

Event of Default

"Event of Default" shall have the meaning defined in Section 8.1.

FERC

"FERC" means the Federal Energy Regulatory Commission or any successor agency.

Fuel Charge Adjustment

"Fuel Charge Adjustment" or "FCA" means a variable monthly charge applied to all kWh's of Energy delivered under this Agreement, calculated periodically by SELLER, and shall be equivalent to SELLER's then current Transmission Voltage Fuel Cost Adjustment as calculated and filed with the LPSC pursuant the applicable LPSC Fuel Order (LPSC Docket No. U-21497) plus Seller's Transmission Voltage EAC Adjustment as calculated and filed with the LPSC pursuant the applicable LPSC EAC Order (LPSC Docket No. R-29380, Sub-docket A).

Full Requirements

"Full Requirements" means the amount of wholesale firm capacity and energy over and above the SWPA Capacity and Energy as needed by BUYER at the Points of Delivery for BUYER to serve its entire customer load.

Good Utility Practice

"Good Utility Practice" means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts that could have been expected to accomplish the desired result at a reasonable cost consistent with reliability, safety, and expedition. Good Utility Practice includes due regard for, among other things, the requirements of governmental authorities of competent jurisdiction, agencies such as NERC and any successor organization, regional Reliability Standards and local reliability practices.

Governmental Authority

"Governmental Authority" means (a) any federal, state, local, municipal or other government or (b) any other governmental, quasi-governmental, regulatory or administrative agency or commission or other authority (including NERC, any regional transmission organization, control area operator, other transmission operator or authority, reliability council and any recognized stock exchange or securities trading market) lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy, regulatory or taxing authority or power over the Parties or the services to be provided under this agreement.

Interest Rate

"Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or, if not published on such day, on the most recent preceding day on which published), plus two percentage points (2%) or (b) the maximum rate permitted by applicable law.

MISO

"MISO" means the Midcontinent Independent System Operator, which is the independent system operator, and any of its respective successors and assigns. MISO dispatches generation and operates the transmission system of Cleco and other market participants within the MISO region.

MISO Tariff

"MISO Tariff" means the FERC approved Electric Tariff of MISO, and as same may be amended from time-to-time.

NERC

"NERC" means the North American Electric Reliability Corporation.

Non-Defaulting Party

"Non-Defaulting Party" shall have the meaning defined in Section 8.2.

Parties

"Parties" means SELLER and BUYER, collectively.

Party

"Party" means either SELLER or BUYER, individually.

Points of Delivery

"Points of Delivery" shall be the high voltage side of BUYER's interconnection with SELLER's transmission system at the Dixie Street Electrical Substation, and the high voltage side of BUYER's interconnection with SELLER's transmission system at the St. Maurice Substation, or such other point(s) as agreed to by the Parties from time-to-time.

Reasonable Diligence

"Reasonable Diligence" means at a particular time that degree of dedication to purpose which would be employed by a reasonable and prudent electric utility, which in the exercise of reasonable judgment in the light of the facts known at the time, and the facts which, in the exercise of reasonable care, should be known at the time, that a particular decision is made, to accomplish a desired result at a reasonable cost under the circumstances then existing, consistent with reliability and safety.

Reliability Coordinator

"Reliability Coordinator" means MISO in its capacity as Reliability Coordinator or Security Coordinator or any successor entity, which entity is the highest level of authority responsible for enforcing the reliable operation of the generation resources, transmission lines, neighboring systems, and associated equipment for SELLER, and has the authority to prevent or mitigate emergency operating situations.

Reliability Standards

"Reliability Standards" means the reliability requirements for planning and operating the North American bulk electric power system as set forth by the NERC and that define the functions that must be performed to ensure the dependable operation of the bulk electric power system, as such Reliability Standards may be amended, restated or renamed from time to time.

SELLER

"SELLER" means Cleco Power LLC, an investor-owned utility company engaged in the business of generating, transmitting, and distributing electricity in, among other places, certain parts of the State of Louisiana.

SWPA Capacity and Energy

"SWPA Capacity and Energy" means the capacity and energy that is allocated to BUYER pursuant to the SWPA Contract.

SWPA Contract

"SWPA Contract" means the contract between BUYER and the United States, Department of Energy, Southwestern Power Administration under which BUYER is allocated 2,600 kW of capacity and energy.

Term

"Term" has the meaning assigned in Section 10.4.

Transmission Provider

"Transmission Provider" means MISO pursuant to the MISO Tariff and any other entity that provides transmission services in connection with delivery of the Full Requirements.

Transmission Services

"Transmission Services" means transmission services provided in accordance with the terms of this Agreement.

ARTICLE II
TERMS AND CONDITIONS OF POWER SUPPLY SERVICE

2.1 Service Supplied by SELLER

Beginning on the Effective Date and throughout the term of this Agreement, SELLER agrees to sell to BUYER and BUYER agrees to purchase Full Requirements from SELLER at the Points of Delivery at the costs expressly stated in Exhibit A. It is understood and agreed that the supply of Full Requirements shall be on a priority equal to that of other firm full requirements customers of SELLER.

Beginning on the Effective Date, and continuing throughout the Term, service shall be provided at the rates and charges determined in accordance with Exhibit A, subject to all other terms and conditions contained in this Agreement.

2.2 Conditions on Service

SELLER and BUYER are directly interconnected at the Points of Delivery. BUYER agrees, as a condition to the delivery of energy and capacity pursuant to this Agreement, to enter into and maintain all necessary agreements for interconnection of BUYER's system to SELLER's transmission system at the Points of Delivery. SELLER is under no obligation pursuant to this Agreement to: (i) build or pay for any transmission facilities required to support the interconnection of BUYER's system to SELLER's transmission system or (ii) provide any additional points of interconnection or points of delivery or (iii) pay for any transmission system upgrades, including without exception, any upgrades that may be required to deliver the Full

Requirements to the Points of Delivery, even in the event service cannot be provided through existing transmission facilities.

2.3 SWPA Capacity and Energy

SELLER acknowledges that BUYER is entitled to an allocation of capacity and energy from SWPA. BUYER hereby appoints SELLER to be its agent, and SELLER hereby accepts such appointment, for the purpose of scheduling and coordinating the delivery and dispatch of capacity and energy with SWPA. BUYER shall be responsible for payment to SWPA for BUYER's allocation and to transmission providers that transmit BUYER's SWPA allocation to the Points of Delivery.

**ARTICLE III
TRANSMISSION SERVICE**

3.1 Transmission Service

Throughout the term of this Agreement, SELLER shall arrange for the transmission services to deliver BUYER's Full Requirements to the Points of Delivery.

3.2 BUYER System Facilities

SELLER may, from time-to-time, rely on BUYER System Facilities and shall compensate BUYER pursuant to Exhibit A-1, Annual Facility Credit.

**ARTICLE IV
OPERATING RESPONSIBILITIES**

4.1 Operating Responsibilities of BUYER

BUYER and SELLER shall exercise Good Utility Practice in maintaining and operating their respective electric utility systems.

4.2 Load Shedding

Prior to the Effective Date, BUYER shall establish load shedding and curtailment procedures consistent with the requirements imposed on Cleco by the MISO Tariff for transmission of energy while maintaining reliable operation of the transmission system. In the event there is an emergency resulting in a shortage of capacity and/or electric energy that requires SELLER to curtail deliveries to its customers, BUYER agrees that upon being notified by SELLER of such requirement to curtail, BUYER shall curtail deliveries to its own customers proportionally to SELLER's actual curtailment of SELLER's load in the affected area. BUYER further agrees that if it fails to curtail service after such notice, SELLER may limit deliveries of capacity and energy to BUYER, including total interruption of the Full Requirements during such emergency. The Parties further agree that irrespective of the above requirement, if either Party's action or inaction results in a directive by the Reliability Coordinator to shed load, the other Party will not be required to curtail deliveries to its customers unless directed to do so by MISO.

ARTICLE V
METERING

5.1 Meter Reading

The Parties shall cause meters to be read monthly at times agreed upon.

5.2 Meters, Associated Transformers, and Telemetering Facilities

SELLER shall maintain at its own expense the meters and metering equipment required by SELLER at the Points of Delivery and telemetering facilities at the Points of Delivery. SELLER's records of data collected from such meters shall be available at all reasonable times, upon notice, to the duly authorized representatives of BUYER. To the extent not already in place, SELLER shall install and maintain, at SELLER's expense, metering and recording equipment to ensure accurate billing and/or monitoring of energy delivered to BUYER.

5.3 MDMA

SELLER shall act as BUYER's Meter Data Management Agent pursuant to the MISO Tariff.

ARTICLE VI
BILLINGS AND PAYMENTS

6.1 Compensation

SELLER shall invoice BUYER monthly. The monthly charges payable by BUYER shall be determined in accordance with the rates and charges contained in Exhibit A, subject to all other terms and conditions contained in this Agreement.

6.2 Payment by BUYER to SELLER

BUYER shall make payment to SELLER for the monthly charges billed under this Agreement so that collected funds are available to SELLER within twenty (20) days from the date of the invoice. Payments shall be made to SELLER by wire transfer to the account of Cleco Power LLC as specified in writing by SELLER from time to time or, upon prior notice by BUYER, by check made payable to Cleco Power LLC and drawn upon an account with sufficient readily available funds.

Either Party may, in good faith, dispute the correctness of any invoice or adjusted invoice rendered under this Agreement within twelve (12) months from the date of the invoice or adjusted invoice.

If such Party, in good faith, disputes any part of any statement prior to the due date for payment, the disputing Party shall provide a written explanation of the basis for the dispute and pay the undisputed portion of such statement no later than the due date. Payment of the disputed amount shall not be required until the dispute is resolved. If any amount disputed in good faith is determined to be due, it shall be paid within two (2) Business Days of such determination, together with interest at the Interest Rate from the original due date until the date

paid. Any amount that should be refunded by SELLER to BUYER shall include interest from the date the overpayment was made through the date refunded to BUYER.

Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 6.2 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made.

Unpaid amounts that are not the subject of a billing dispute and are not paid by the due date for payment shall be subject to interest at the Interest Rate.

6.3 Taxes

Except as specified in Section 6.4 of this Agreement, SELLER shall be obligated to pay all present and future taxes, fees, and levies that may be assessed by any Governmental Authority upon the purchase or sale of the Full Requirements to BUYER covered by this Agreement for which the taxable incident occurs prior to the Points of Delivery. BUYER shall be obligated to pay all present and future taxes, fees, and levies that may be assessed by any Governmental Authority upon the purchase or sale of electricity to BUYER covered by this Agreement for which the taxable incident occurs at or after the Points of Delivery. If BUYER is required by law to remit such taxes to the applicable Government Authority on behalf of SELLER, BUYER shall remit the payment as appropriate and deduct the amount paid on SELLER's behalf from payments due to SELLER under this Agreement. If SELLER is required by law to remit such taxes to the applicable government authority on behalf of BUYER, SELLER shall remit the payment as appropriate and add the amount paid on BUYER's behalf to payments due from BUYER under this Agreement.

6.4 Environmental Regulations

BUYER and SELLER agree that the rates contained in Exhibit A make no provision for the potential effects of new environmental control laws, regulations, or taxes or the additional costs of providing Full Requirements to BUYER resulting from any such laws, regulations, or taxes and any costs associated with emissions allowances, credits, offsets, cap-and-trade programs, or other similar costs with respect to SELLER's generation or purchase of energy for service under this Agreement, provided that in no case shall BUYER be responsible for penalties, fines, or any form of punitive payment assessed against SELLER in connection with complying with any environmental law or regulation, or taxes. BUYER shall pay an allocated share of costs resulting from such new laws, regulations, or taxes enacted or imposed after the Effective Date. A new law is defined as any federal, state or local law enacted after the date of execution of this Agreement by the Parties. BUYER's allocated share of such costs shall be calculated in accordance with the formula or other method approved by the Louisiana Public Service Commission for recovery by SELLER of such costs from SELLER's retail customers, provided that such allocation is non-discriminatory as between wholesale and retail customers. No emission allowances or emission credits, including but not limited to allowances or credits relating to the Clean Air Act Amendments of 1990, or otherwise, shall accrue to BUYER as a result of purchases or sales of capacity and energy from SELLER under this Agreement.

6.5 Supplemental Payment by SELLER to BUYER

SELLER shall pay to BUYER a single, one-time Supplemental Payment as set forth in Exhibit A-2, Supplemental Payment, attached hereto and made a part hereof.

ARTICLE VII
ADDITIONAL PROVISIONS

7.1 Planning

In order to keep SELLER advised of BUYER's future requirements so that SELLER may make provisions for such requirements in its long-range system plans, the Parties shall meet annually prior to June 1 of every year. At such meeting, BUYER shall cooperate with SELLER in its system planning and shall advise SELLER of its anticipated load requirements and BUYER Resources for each of the remaining years of the term of this Agreement. BUYER shall advise SELLER in writing of any material change in BUYER's anticipated load and BUYER Resources by May 15 of each year. BUYER shall also advise SELLER immediately in writing of any anticipated increase or decrease (greater than 5 MW for a single customer load) in BUYER's load. Nothing herein shall alter any rights or obligations BUYER may have pursuant to the requirements of the MISO Tariff with respect to transmission system planning. To the extent that the SELLER is aware of material changes in the Cleco system that may result in costs being allocated to BUYER, including, but not limited to, the costs of transmission upgrades, compliance costs that may be assessed to Cleco, requirements with cost implications imposed by the grid operator or a Governmental Authority, or any other pass-through of costs permitted under this Agreement, SELLER shall inform BUYER.

7.2 Responsibility for Electricity

BUYER assumes all responsibility for electricity at and after the Points of Delivery, and SELLER assumes all responsibility for electricity before the Points of Delivery. It is understood and agreed that neither SELLER nor BUYER assume any responsibility with respect to the construction, installation, insulation, maintenance or operation of the systems of the other or any part thereof and neither SELLER nor BUYER shall, in any event, be liable for damage or injury to any person or property whatsoever arising, accruing or resulting from, in any manner, the receipt, transmission, control, use, application or distribution by the other Party of said electricity. BUYER shall use Reasonable Diligence in maintaining its distribution facilities in proper and serviceable condition, and shall take reasonable steps and precautions for maintaining the services agreed to be performed and received under this Agreement.

7.3 Continuity of Service

SELLER shall use Reasonable Diligence and Good Utility Practices at all times to provide firm Full Requirements service but it does not guarantee uninterrupted service. In no event shall SELLER be liable to BUYER or third parties for loss or damage arising from failure, interruption or suspension of service. SELLER reserves the right to suspend service without liability on its part at such times and for such periods and in such manner as it may deem advisable when, in its opinion, the continuance of service to BUYER would endanger persons or property. Except for emergencies, SELLER shall use Reasonable Diligence to provide BUYER with reasonable notice prior to any suspension of service.

7.4 Right of Access

BUYER agrees to provide, obtain or assist SELLER to obtain all necessary authorizations to enable SELLER to have access to property to carry out this Agreement, including rights of access for SELLER's authorized agents or employees to the premises of

BUYER at all reasonable times for the purpose of reading or checking meters, for inspecting, testing, repairing, renewing or exchanging any or all of SELLER's equipment, and for performing any other work incident to rendering the services covered by this Agreement. SELLER shall provide reasonable notice before entering BUYER's property or premises.

7.5 Hold Harmless Provisions

Each Party shall indemnify and hold harmless the other Party from and against any and all legal and other expenses, claims, costs, losses, suits or judgments for damages to any person or destruction of any property arising in any manner directly or indirectly by reason of the acts of such Party's authorized representatives while on the premises of the other Party under the right of access provided in Section 7.4 of this Agreement.

In no event shall either Party be liable to the other Party, or the other Party's employees, officers or customers, for any indirect, special, incidental, punitive, exemplary, or consequential damages (including, without limitation, liability based upon or damages for loss of profits) or any penalties, fines, assessment, or levies with respect to any claim arising out of this Agreement whether based on law, regulation, contract, tort (including the negligence or the sole negligence of a Party), or otherwise.

BUYER shall indemnify and hold SELLER harmless from and against any claims by or liability to BUYER's customers for consequential loss or damage arising out of any performance or failure to perform under this Agreement. SELLER shall indemnify and hold BUYER harmless from and against any claims by or liability to any SELLER customers for consequential loss or damage arising out of any performance or failure to perform under this Agreement.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.1 Default Defined.

As used in this Article, "Event of Default" shall mean, in relation to a Party (the "Defaulting Party"):

- (a) A Defaulting Party fails to make any payment that is required hereunder to be made to the Non-Defaulting Party when due, and such failure continues for five (5) days after the Non-Defaulting Party gives written notice of such failure to the Defaulting Party;
- (b) Any material representation or warranty given by a Party hereunder is materially false or misleading and is not cured within thirty (30) days after the Party receives written notice thereof from the other Party (the "Non-Defaulting Party");
- (c) The Party fails to perform any of its material obligations hereunder, other than as provided in subsection 8.1(a), and such failure is not excused by Force Majeure and continues for thirty (30) days after the Party receives written notice from the Non-Defaulting Party of such failure; provided, however, with respect to a failure to cure any such obligation other than pursuant to Section 7.5, if a period in excess of thirty (30) days is required to cure such failure, the Defaulting Party shall have such additional amount of time, not to exceed 180 days, as may be necessary to cure such failure provided that the Defaulting

Party uses Reasonable Diligence to remedy such failure; or

- (d) The Party makes an assignment or general arrangement for the benefit of creditors, files a petition in, or otherwise commences any proceedings in, bankruptcy or under similar law, otherwise becomes bankrupt (however evidenced) or is unable to pay its debts as they fall due.

8.2 Remedies for Default

Upon an Event of Default, the Non-Defaulting Party, subject to the provisions of Article IX, may resort to all remedies available at law or in equity, including, without limitation, (i) the termination of service upon receipt of any necessary regulatory approvals, (ii) specific enforcement of the provisions of this Agreement and (iii) the recovery of actual damages except to the extent such damages are waived or limited. If it is necessary for a Party to institute legal proceedings to collect a delinquent bill or invoice, the Defaulting Party shall pay all amounts due and all expenses and costs of collection, including reasonable attorneys' fees, incurred by the Non-Defaulting Party. The payment of that portion of any bill which BUYER may be contesting shall not be construed as waiving BUYER's right to recover the contested portion.

ARTICLE IX DISPUTE RESOLUTION

9.1 The Parties hereto agree (i) to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner, and (ii) to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such dispute.

9.2 If any dispute arises hereunder, such dispute shall be referred by SELLER to a designated senior officer and by BUYER to the designated officer or Utilities Director for resolution upon five (5) Business Days' written notice from either Party. Any dispute involving a claim which is less than \$1.0 million that is not resolved within thirty (30) days or less after notice to the designated officer shall be submitted to binding arbitration in accordance with Section 9.3. Any dispute involving a claim of \$1.0 million or greater may be submitted to binding arbitration in accordance with Section 9.3.

9.3 Disputes shall be submitted to binding arbitration upon notice of a claim (the amount in dispute) given by either Party to the other, except to the extent the Parties are required by Law to resolve such dispute solely before any Governmental Authority, in which case the dispute shall be decided by such Governmental Authority to the extent required by law. Said notice shall include a precise statement of the dispute. Within fifteen (15) Business Days after receipt of such notice of claim, the other Party shall also submit a precise statement of the dispute and make any counter-claim. For disputes of \$1 million or less, the Parties shall agree on a single arbitrator to resolve the dispute. If the Parties are unable within thirty (30) days after the responding Party's statement of the dispute to agree upon an arbitrator, either Party may ask that an arbitrator shall be appointed by the Senior Judge (in service) of the United States District Court for the Western District of Louisiana, Alexandria Division. If such Senior Judge cannot or will not appoint the arbitrator, such arbitrator shall be selected in accordance with the American Arbitration Association Commercial Arbitration Rules. The arbitrator selected to act hereunder

shall be qualified by education and experience to decide the particular controversy in dispute, and shall not have been previously employed by either Party nor have any direct or indirect interest in either Party or the subject matter of the arbitration, unless such conflict has been expressly acknowledged and waived in writing by both Parties. The arbitrator shall promptly request from each Party a written proposal with respect to the resolution of the dispute, each of which proposals must be limited to the resolution of the specific controversy in question and consistent with the limitations on damages and other provisions hereof, and shall be submitted in confidence within fifteen (15) Business Days to the arbitrator and served on the other Party. Not later than thirty (30) days following the submission and service of proposals, the arbitrator shall select without modification the proposal that most fairly resolves the dispute. The written reasoned decision of the arbitrator shall be final and binding upon the Parties hereto and judgment may be entered thereon in any court of competent jurisdiction. It is agreed that (i) all aspects of the arbitration, and any award shall, to the extent permitted by law, be treated as confidential by the Parties and the arbitrator, and (ii) the award and judgment of the arbitrator shall have no binding or precedential effect with respect to any other controversy not before the arbitrator, whether or not similar to or related to the specific controversy decided by the arbitrator. The expenses of arbitration, including reasonable compensation to the arbitrator, shall be borne equally by the Parties hereto, except that each Party shall bear the compensation and expenses of its own counsel and employees.

9.4 Claims in excess of \$1 million shall be resolved by a three-person arbitration panel. Each party shall select a single arbitrator, and the two arbitrators chosen by the parties shall select the third arbitrator. If the two arbitrators chosen by the Parties do not select a third arbitrator within fifteen (15) Business Days of the date on which the second arbitrator is chosen, then the third arbitrator will be selected in accordance with the American Arbitration Association Commercial Arbitration Rules. Excepting the number of arbitrators, all the provisions of Section 9.3 shall apply to claims in excess of \$1 million.

ARTICLE X GENERAL PROVISIONS

10.1 Governing Law

The validity, interpretation, and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Louisiana except when preempted by the Federal laws of the United States of America. Any dispute arising hereunder which is not otherwise subject to arbitration or required to be brought before a Governmental Authority (such as the Federal Energy Regulatory Commission) shall be heard in a court of competent jurisdiction in Louisiana.

10.2 Notice

Any notice, request, demand, or statement, that may be given to or made upon a Party hereto by the other Party hereto under any of the provisions of this Agreement, shall be in writing unless it is specifically provided otherwise herein, and shall be treated as duly given or made on the day of receipt, if mailed by United States certified mail (postage prepaid, return receipt requested) and properly addressed to the Party to be noticed, or on the day of delivery if personally delivered, as follows:

If the notice is to SELLER: General Manager - Marketing
Cleco Power LLC
2030 Donahue Ferry Road
Pineville, Louisiana 71360

With a copy to: General Counsel
Cleco Power LLC
2030 Donahue Ferry Road
Pineville, Louisiana 71360

If the notice is to BUYER: Mayor, City of Natchitoches
City Hall
P.O. Box 37
700 Second Street
Natchitoches, LA 71458-0037

With a copy to: Director of Utilities
Natchitoches Power & Light
1110 Power Plant Drive
Natchitoches, LA 71457

The names, titles and addresses of either Party in this section may be changed by written notification to the other Party.

10.3 Section Headings Not To Affect Meaning

The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions thereof.

10.4 Term

This Agreement shall become effective on the Effective Date and continue through May 31, 2018.

10.5 Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.6 Amendments

This Agreement may only be amended by a writing signed by both Parties.

10.7 Exhibits and Schedules

All Exhibits, attachments and schedules that are referred to in this Agreement are incorporated herein and are a part of the Agreement for all purposes.

10.8 Severability

In the event any material term, covenant or condition of this Agreement, or any amendment hereto, or the application of any such term, covenant or condition shall be held invalid, illegal, or unenforceable as to any Party or circumstances by any court or regulatory authority having jurisdiction, SELLER and BUYER shall conduct good faith negotiations for the purpose of reaching a mutually acceptable written agreement to replace the deleted provision(s) with provision(s) that will most nearly accomplish the purpose and intent of the deleted provision(s); provided, however, that the validity or enforceability of the remaining provisions of this Agreement shall not be affected by the invalidity or unenforceability of any other provision of this Agreement, and any provision determined to be invalid or unenforceable shall be deemed severed from the remainder of the Agreement.

10.9 Computation of Time

In computing any period of time prescribed or allowed by this Agreement (other than the beginning and ending dates of a billing month), the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next Business Day.

10.10 Limitation

This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any person, corporation, association, or entity other than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement, their successors in interest, or assigns. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY

PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

10.11 Waivers

A waiver by a Party of a default by the other Party shall not be deemed a waiver of any other or subsequent default.

10.12 Changes in Rates, Charges, Terms, and Conditions

All rates, terms and conditions as specified in this Agreement shall remain in effect in accordance with their terms and shall not be subject to change through application by either Party to FERC pursuant to the provisions of Section 205 or 206 of the Federal Power Act. Absent the agreement of all Parties, the standard of review for changes to any Section, Exhibit, Schedule or attachment in this Agreement proposed by a non-party, or FERC acting *sua sponte*, shall be the most stringent standard permitted by law. The standard of review for any dispute regarding application, interpretation, or operation of this Agreement adjudicated before FERC shall be the just and reasonable standard.

10.13 Market-Based Rate

The Parties agree that SELLER's rates for electric capacity and energy to the Delivery Points contained in this Agreement are market-based rates pursuant to SELLER's FERC-approved market-based-rates-tariff authority.

10.14 MISO Changes

Each Party covenants that, should MISO enact or implement any change in law, rule, regulation, tariff, or practice binding on either Party that materially and adversely affects such Party's ability to perform its obligations hereunder, the Parties shall negotiate in good faith an amendment hereto or take other appropriate action the effect of which is to restore each Party, as closely as practicable, to its position prior to such change. If, within ninety (90) days, the Parties are unable to agree on such amendment or such other appropriate action, each Party will continue to perform its obligations hereunder to the maximum extent possible, taking all reasonable steps to mitigate the effect of such change on each other.

10.15 Regulatory Liability

BUYER agrees that SELLER does not, by virtue of the Agreement or any action taken pursuant to the Agreement, assume any regulatory liability on behalf of BUYER under any federal, state, or local regulatory laws, ordinances, rules, or regulations, including but not limited to liability for compliance with any reporting or disclosure obligations and compliance with any obligations with respect to BUYER'S reliability obligations.

10.16 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto, but neither Party shall assign its interest in the Agreement in whole or in part without the prior written consent of the other Party.

10.17 Rounding

Whenever the provisions of this Agreement require the use of kilowatts or kilowatt hours, the actual kilowatt or kilowatt-hour figure involved shall be adjusted by rounding upward to the next whole kilowatt or kilowatt-hour if the actual figure is 0.5 kilowatt or kilowatt-hour, or higher; or downward to the last whole kilowatt or kilowatt-hour if the actual figure is less than 0.5 kilowatt or kilowatt-hour.

10.18 Survivorship of Obligations

The expiration, termination or cancellation of this Agreement shall not discharge any Party from any obligation it owes to the other Party under this Agreement by reason of any transaction, loss, cost, damage, expense, or liability that shall occur or arise prior to or upon such termination. It is the intention of the Parties that any such obligation owed (whether the same shall be known or unknown as of the termination or cancellation of this Agreement) shall survive the termination or cancellation of this Agreement. The Parties also intend that the indemnification and limitation of liability provisions contained in Section 7.5 hereof shall remain operative and in full force and effect, regardless of any termination or cancellation of this Agreement, except with respect to actions or events occurring or arising after such termination or cancellation is effective.

10.19 Force Majeure

Neither Party shall be liable to the other Party for failure to perform its obligations under this Agreement when such failure is attributable solely to force majeure. Force majeure shall mean any cause beyond the reasonable control of either Party, including, without limitation, flood, freeze, earthquake, hurricane, tornado, storm, fire, lightning, other acts of God, epidemic, war, acts of a public enemy, acts of terrorism, riot, civil disturbance or disobedience, strike, lockout, work stoppages, other industrial disturbance or dispute, labor or material shortage, sabotage, restraint by court order or other public authority, and action or non-action by, or failure or inability to obtain the necessary authorizations or approvals from, any Governmental Authority, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and by exercise of due diligence it could not overcome. The Party claiming force majeure shall use Reasonable Diligence to restore power supply or other services provided hereunder. Nothing contained herein shall be construed so as to require the Parties to settle any strike, lockout, work stoppage or any industrial disturbance or dispute in which it may be involved, or to seek review of or take an appeal from any administrative or judicial action.

10.20 Representations and Warranties

On the Effective Date, each Party represents and warrants to the other Party that:

- (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- (ii) it has or will obtain prior to the commencement of the Term, all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;
- (iii) the execution, delivery and performance of this Agreement is within its powers, has been duly authorized by all necessary action and does not violate any of the terms and

conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(iv) this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses;

(v) it is not involved as a debtor in voluntary or involuntary bankruptcy proceedings under the United States Code, and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming a debtor in voluntary or involuntary bankruptcy proceedings under the United States Code;

(vi) there is no pending or, to its knowledge, threatened legal proceeding against it or any of its affiliates that could materially and adversely affect its ability to perform its obligations under this Agreement;

(vii) no Event of Default with respect to it has occurred and is continuing, and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;

(viii) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; and

(ix) it has entered into this Agreement in connection with the conduct of its business, and it has the capacity or ability to make or take delivery of all capacity, energy and services referred to herein to which it is a Party.

10.21 Title and Risk of Loss

Title to and risk of loss related to the capacity and energy supplied by SELLER to BUYER under this Agreement shall transfer from SELLER to BUYER at the Points of Delivery. SELLER warrants that it will deliver to BUYER the Full Requirements free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Points of Delivery.

10.22 Independent Parties

This is a contract between two utilities that are contracting independently with respect to the obligations to be performed under this Agreement. Unless it provides expressly to the contrary, no provision of this Agreement shall be construed as creating any agency or other special relationship between the Parties other than that of independent contracting parties.

10.23 Jointly Developed Agreement

For purposes of construction and interpretation of this Agreement, the Parties stipulate and agree that this Agreement and all of its provisions have been negotiated and drafted through the joint efforts of both Parties. Accordingly, neither this Agreement nor any of its provisions shall be construed against either Party.

10.24 Additional Documents

BUYER and SELLER each understand that other documents may need to be executed after closing this transaction and each Party agrees to use its best efforts to execute such documents as soon as practicable after becoming aware of such a requirement.

10.25 Certification Requests

If requested in writing by BUYER, SELLER shall promptly, but in no event more than thirty (30) days after such written request, provide BUYER or its designee with written certification that BUYER is not in default under this Agreement and that SELLER is not aware of any condition or event which, with the giving of notice or the passage of time may become an event of default for which BUYER may be responsible.

IN WITNESS WHEREOF, Cleco Power LLC, and the City of Natchitoches, Louisiana have caused this Agreement to be executed in multiple copies in their names by their respective duly authorized officials as of the date and year first above written.

CLECO POWER LLC

By: Keith D. Crump
Keith D. Crump
Sr VP-Commercial Operations

ATTEST:
Handwritten Signature

CITY OF NATCHITOCHES, LOUISIANA

By: Lee Posey

ATTEST:

EXHIBIT A
MONTHLY CHARGES

The monthly invoice shall state the amount of each of the monthly charges and items described, along with the total amount due for the month which shall be the additive total of the monthly charges listed in items 1 through 9, immediately below:

1. Monthly Customer Charge, which shall be \$400.00.
 2. Monthly Demand Charge, which shall be calculated monthly by multiplying the applicable Demand Charge by the Monthly Peak Demand. The Demand Charge shall be \$6.85 per kW at the Points of Delivery. The Monthly Peak Demand shall be calculated as the higher of: (i) the highest peak demand in kilowatts set in June, July, August, or September of the immediately preceding 11 months, or (ii) the highest peak demand in kilowatts in the current month, in both cases after deducting the then current amount of the UCAP (as defined in the MISO Tariff) value assigned to the SWPA Capacity allocation by MISO.
 3. Monthly Energy Charge, which shall be calculated by multiplying (a) the amount of all energy (in kWh) delivered by SELLER (excluding the SWPA Energy) during the calendar month by (b) \$.007 per kWh metered at the Points of Delivery.
 4. SWPA administrative charge of \$1500.00 per month.
 5. Monthly Fuel Charge, which shall be calculated by multiplying: (a) the total number of kilowatt hours of Delivered Energy by (b) the Fuel Cost Adjustment for the Billing Month.
- "Delivered Energy" means the total number of kilowatt hours delivered by SELLER to the Points of Delivery for the month, less SWPA Energy.
6. Any and all charges for transmission associated with BUYER's SWPA Capacity and Energy.
 7. Any past due amounts.
 8. Interest, at the Interest Rate, on any past due amounts.
 9. Any and all charges by the Transmission Provider for delivery of the Full Requirements (excluding the charges for delivery of the SWPA Capacity and Energy) to the Delivery Points shall be stated on each monthly invoice, and then credited in an equal amount.

**EXHIBIT A-1
ANNUAL FACILITY CREDIT**

On the first Business Day of May during each contract year, commencing May 1, 2015, SELLER shall pay BUYER an Annual Facility Credit, in advance for the use of BUYER's System Facilities as follows:

Payment Dates of May 1, 2015 through May 1, 2018:

$(\text{Estimated Total FY kWh} * \$0.0019) - ((\text{Estimated Total FY kWh} - \text{Actual Total kWh}) * \$0.0019))$

Where:

"Actual Total kWh delivered" means the total kWh delivered to the Points of Delivery during the immediately preceeding twelve (12) month period (April 1 through March 31), commencing with the period April 1, 2009 through March 31, 2010, and thereafter always being the year before the most current contract year.

"Estimated Total FY kWh delivered" means a best estimate of the total kWh expected to be delivered to the Points of Delivery during the current forward contract year, commencing April 1 and ending March 31.

In addition to any Annual Facility Credit that may be determined and payable as stated above, between June 1, 2014 and June 30, 2014, SELLER will pay BUYER a one-time Facility Credit payment of \$600,000.

**EXHIBIT A-2
SUPPLEMENT PAYMENT**

In consideration for entering into this Amended and Restated Power Supply Agreement, SELLER shall pay BUYER a one-time Supplemental Payment according to the following formula:

Compute the Monthly Accrued Savings for every month commencing November 1, 2013 through May 31, 2014 as follows: (Total Cleco Monthly Charges under Current Rates) – (Total Cleco Monthly Charges under New Rates) = Monthly Accrued Savings

THEN sum the Monthly Accrued Savings as follows:

November 2013 Monthly Accrued Savings + December Monthly Accrued Savings + January Monthly Accrued Savings + February Monthly Accrued Savings + March Monthly Accrued Savings + April Monthly Accrued Savings + May Monthly Accrued Savings = TOTAL Accrued Savings.

The Supplemental Payment, as determined above, shall be made by SELLER to BUYER between June 1, 2014 and June 30, 2014.

P O BOX 69000
Alexandria, LA 71306-9000

Execution: Version
Natch-Cleo Amended and Restated
June 2014

City of Natchitoches
P. O. Box 37
Natchitoches, LA 71458

From: SAMPLE BILL
To: SAMPLE BILL

METER NUMBER	READING	MULTI- PLIER	KILOWATTS (KW)
ACTUAL DEMAND:			
			44,000
DEMAND FOR BILLING:			60,000

\$ 1,288,057.60

Ms. Morrow stated she was interested in hearing more on the reductions of the rates we may experience. Mr. Wimberly stated our demand rate reduces significantly meaning \$300,000 to \$500,000 a month in our fee. The rate we pay for energy has reduced depending on the month. Our summer month will be a greater savings because we buy more electricity than in the winter months. We have been able to get CLECO to pay all the transmission charges for energy brought into the City of Natchitoches in this contract. This is a huge savings from where we have been before during this 4 year extension of contract.

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 066 OF 2014

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO EXECUTE A FIRST LEASE AMENDMENT TO WATER TOWER OPTION AND LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, TO ALLOW THE INSTALLTION OF LTE ANTENNAS, ASSOCIATED CABLES AND OTHER COMMUNICATIONS INSTRUMENTS

WHEREAS, the City of Natchitoches ("Landlord") and New Cingular Wireless PCS, LLC, successor by merger to BellSouth Mobility ("Tenant") entered into a Water Tower Option Lease Agreement dated Nov 6, 2003 ("Agreement"), whereby Landlord leased to Tenant, certain Premises, therein described, that are a portion of the Property located at 200-B School Drive, Natchitoches, LA 71457; and

WHEREAS FURTHER, Landlord and Tenant desire to amend the Agreement to allow for the installation of LTE antennas, associated cables and other communications instruments (collectively, the "**LTE Equipment**"); and

WHEREAS FURTHER, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the attached agreement; and


WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana has reviewed and approved the attached agreement, has approved same and desires to authorize the Mayor, Lee Posey, to execute same; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached First Amendment To Water Tower Option And Lease Agreement.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14th day of July, 2014.



LEE POSEY, MAYOR

Market: Gulf Coast (LA)
Cell Site Number: _____
Cell Site Name: Murphys Lake
Fixed Asset Number: 10036875

FIRST AMENDMENT TO WATER TOWER OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATER TOWER OPTION AND LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below, is by and between CITY OF NATCHITOCHES, a Louisiana municipal corporation, having a mailing address of 700 Second St., Natchitoches, LA 71457 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr., Suite 13-F West Tower, Atlanta, GA 30324, successor by merger to BellSouth Mobility LLC ("**Tenant**").

WHEREAS, Landlord and Tenant (or their predecessors) entered into a Water Tower Option and Lease Agreement dated November 6, 2003 ("**Agreement**"), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 200-B School Drive, Natchitoches, LA 71457; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to allow for the installation of LTE antennas, associated cables and other communications instruments (collectively, the "**LTE Equipment**"); and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **LTE Equipment.** Landlord consents to the installation and operation of the LTE Equipment, as more completely described on attached Exhibit B-1 and located on the Premises as shown on Exhibit B-2. Landlord's execution of this Amendment will signify Landlord's approval of Exhibits B-1 and B-2. Exhibit B to the Agreement is hereby deleted in its entirety and is replaced in full with Exhibits B-1 and B-2 attached hereto and incorporated herein. Any equipment not listed on Exhibits B-1 and B-2 may not be installed without a fully executed amendment to this Agreement, provided however, Tenant may, without Landlord's prior written consent, replace, upgrade or swap out antennas and ancillary equipment, provided the replacement equipment is of similar or less weight and size than the then existing equipment. Prior to performing any replacement or swap out of equipment on the Tower, Tenant shall provide Landlord with the specifications of the replacement equipment with a confirmation that

such equipment is of the same, or lesser, weight and size than the equipment being replaced. All replacement equipment on the Tower must be painted to match the color of the Tower at Tenant's sole cost and expense.

2. **Rent.** Commencing on the first day of the month following the First Amendment Effective Date (as defined below), Rent shall be increased by One Thousand and no/100 Dollars (\$1000.00) per month (in addition to existing Rent), subject to adjustments as provided in the Agreement.

3. **Administrative Fee.** In addition to any change in the Rental set forth in this Amendment, Tenant shall pay to Landlord a one-time Administrative Fee in the amount of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) within forty-five (45) days following the full execution of this First Amendment.

4. Paragraph 4, entitled "Extended Term Rental", is hereby amended to as follows:

"4. **Rent Increases.** The annual rental for the extended terms shall increase by ten percent (10%) per term over the annual rental for the previous term, provided however, the ten percent (10%) per term increase shall change to a three percent (3%) annual rental increase on the First Amendment Effective Date. Beginning on first anniversary of the First Amendment Effective Date, and on each subsequent anniversary thereafter, the annual rental shall increase by three percent (3%) over the preceding year's rental amount."

5. Paragraph 8, entitled "Interference", is hereby deleted in its entirety and is replaced in full as follows:

(a) Tenant warrants that its use of the Premises will not interfere with existing radio frequency users (which shall include Landlord) on the Property as long as the radio frequency user(s) operate and continue to operate within their frequencies and in accordance with all applicable laws and regulations and manufacturers' specifications. Tenant shall resolve any technical interference problems with other equipment used on the Property by existing users as of the Commencement Date or with any equipment Tenant may place in service on the Premises at any future date. In addition to the foregoing, Tenant shall not disturb, obstruct, interfere or otherwise impair the business operations of Landlord and Landlord's tenants, guests, lessees, licensees and invitees on the Property existing as of the Commencement Date and operating within their frequencies and in accordance with all applicable laws and regulations and manufacturers' specifications; in the event it does, Tenant will take all commercially reasonable steps necessary to correct and eliminate the interference within forty eight (48) hours after receipt of notice of such interference from Landlord, including but not limited to, powering down such equipment causing such interference and later powering up such equipment for intermittent testing. If Tenant cannot resolve the interference within thirty (30) days of receiving notice, Landlord shall have the right to all available legal and equitable remedies, including without limitation, termination, injunctive relief and specific performance. Notwithstanding anything to the contrary contained herein, no such failure to resolve the interference will be deemed to exist if Tenant has commenced to cure the

interference within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing the interference will be excused if due to causes beyond the reasonable control of Tenant.

(b) Tenant acknowledges and understands that Landlord is a municipality with a mandate to serve its constituency and its public function, which among other functions, furnishes water to its customers. Tenant shall not conduct any activity on the Property that in any manner interferes, or is reasonably likely to interfere, with the provision of water service by Landlord or communications reasonably necessary to provide such services on an engineering, mechanical or financial basis. In the event of any such interference, after delivering thirty (30) days prior written notice to Tenant, and Tenant's failure to cure such interference within thirty (30) days, Landlord shall have the right to terminate this Agreement. Notwithstanding anything to the contrary contained herein, no such failure to resolve the interference will be deemed to exist if Tenant has commenced to cure the interference within such period, Tenant continues to pay rent hereunder and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing the interference will be excused if due to causes beyond the reasonable control of Tenant.

(c) In the event that Landlord causes technical signal interference with Tenant's Communications Facility, Tenant shall give Landlord thirty (30) days prior written notice thereof ("Interference Notice"); provided, however, that Tenant expressly agrees that no use by Landlord existing as of the Commencement Date shall be deemed to constitute technical interference with Tenant's Communications Facility provided that Landlord operates and continues to operate within its frequencies, in accordance with all applicable laws and manufacturer's specifications. The Interference Notice shall set forth the communication equipment which is being interfered with by Landlord's installation, construction, modification, or improvement of any communications equipment on the Property. Landlord shall have thirty (30) days after receipt of the Interference Notice to (i) provide documentation demonstrating that the alleged interference is not caused by Landlord; (ii) cooperate with Tenant to modify the parties' equipment in such a manner as to eliminate the interference; or (iii) propose an alternate location for Tenant's Communications Facility that would eliminate the interference ("Relocation Site"). In the event Landlord offers a Relocation Site, the provisions of Paragraph 38 shall apply. In the event Tenant does not elect to take the Relocation Site, Tenant shall have the right to terminate this Agreement."

6. Paragraph 10, entitled "Insurance", is hereby deleted in its entirety and is replaced in full as follows:

"(a) During the Term, Tenant will carry, at its own cost and expense, and Tenant will require each of its contractors and subcontractors to carry, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of at least Three Million Dollars (\$3,000,000) combined single limit per occurrence and at least Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing

substantially equivalent coverage for bodily injury, death, and property damage. Tenant's CGL insurance shall contain a provision including Landlord, Landlord's managing agent and Landlord's lenders, if any, as additional insureds. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a), provided Tenant's net worth is, at all times, a minimum of Fifty Million and No/100 Dollars (\$50,000,000.00). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than sixty (60) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Paragraph and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant, unless such failure to settle would result in irreversible harm to Landlord and/or the Property; and

(iii) Landlord shall, at Tenant's sole cost and expense, reasonably cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

(c) Tenant shall provide thirty (30) day's prior notice to Landlord of cancellation, material modification or reduction of any such policy. Within thirty (30) days of the First Amendment Effective Date and prior to the expiration of any such certificate previously provided to Landlord, Tenant shall provide Landlord with a certificate of insurance evidencing the amount and type of coverage set forth herein."

7. Paragraph 11 of the Agreement is hereby deleted in its entirety and is not replaced.

8. Paragraph 12(b) of the Agreement is hereby deleted in its entirety and is replaced in full as follows:

"(b) Landlord shall indemnify and hold Tenant harmless against any liability or loss from personal injury or property damage to the extent such claims are caused by Landlord's, or its employees, gross negligence or willful misconduct."

9. Paragraph 13, entitled "Sale of Property" is hereby deleted in its entirety and is not replaced.

10. **Assignment.** Paragraph 15 of the Agreement is hereby deleted in its entirety and is replaced in full as follows:

"Tenant will have the right to assign, sell or transfer its interest under this Agreement upon notice to but without the approval or consent of Landlord, to Tenant's parent or member company or an Affiliate or subsidiary of, or partner in, Tenant or its parent or member company or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization provided such assignee agrees to assume all liabilities and obligations of Tenant accruing after the date of such assignment. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Landlord, which such consent may be withheld in Landlord's sole and absolute discretion. Upon notification to Landlord of such assignment and provided assignee assumes in writing its obligations hereunder, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement accruing after the date of such assignment. In no event shall Tenant have the right to sublease the Premises or permit the collocation of any third party's equipment within the Premises."

11. **Notices.** Paragraph 22 of the Agreement is amended to reflect Tenant's current notice address as follows:

If to Tenant: New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation,
Attn: Network Real Estate Administration
Re: Cell Site #: _____; Cell Site Name: Murphys Lake (LA)
Fixed Asset No: 10036875
575 Morosgo Dr.
13-F West Tower
Atlanta, GA 30324

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: _____; Cell Site Name: Murphys Lake (LA)
Fixed Asset No: 10036875
208 S. Akard Street
Dallas, Texas, 75202-4206

12. Paragraph 35 entitled, "Confidentiality", is hereby deleted in its entirety and is not replaced.

13. Paragraph 38, entitled, "Relocation", is hereby added to and incorporated into the Agreement as follows:

"38. **Relocation.** Throughout the term of this Agreement, but no more than once every three consecutive years, Landlord shall have the right to require Tenant to relocate all or a portion of the Communication Facility, including without limitation, any access and utility routes, to an alternate space on the Property (or other property

owned by Landlord contiguous to or near the Property ("Relocated Premises")) by providing at least ninety (90) days prior written notice to Tenant (the "Relocation Notice"). Landlord shall provide Tenant reasonable accommodations, as solely but reasonably determined and authorized by Landlord in writing, to relocate or re-establish Tenant's Communication Facility to the Relocated Premises and to minimize any disruption of Tenant's use and not impair or alter the quality of communications service provided by Tenant on and from the Property. Any such relocation shall be performed by Tenant, at a mutually agreeable location, at Tenant's sole cost and expense except as otherwise provided herein. Tenant shall have the right to install temporary equipment at a location mutually agreeable to Landlord and Tenant. In lieu of relocation, or if the parties cannot agree on a mutually agreeable location for the temporary equipment, Tenant shall have the option to terminate this Agreement, provided such option is exercised within thirty (30) days of receipt of the Relocation Notice and Tenant shall be responsible to remove its Communication Facility, at Tenant's sole cost and expense, in accordance with Paragraph 24 of the Agreement, entitled "Removal of Improvements".

14. Paragraph 39, entitled "Structural Analysis", is hereby added and incorporated into the Agreement as follows:

"39. Structural Analysis. Landlord shall have the right to require Tenant, at Tenant's sole cost and expense, to perform or cause to be performed a structural analysis of the Tower to determine if the Tower will support Tenant's LTE Equipment. If the structural analysis indicates that the Tower is not suitable for, or will over burden, Tenant's additional equipment, the parties may agree on a plan for structural modifications to the Tower at Tenant's sole cost and expense, or Tenant may elect not to install the LTE Equipment and the base rent shall not be increased for the LTE Equipment as set forth herein."

15. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

16. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the date last signed below ("First Amendment Effective Date").

"LANDLORD"

CITY OF NATCHITOCHES,
a Louisiana municipal corporation

By: [Signature]
Name: Lee Posey
Title: Mayor
Date: 7-15-14

"TENANT"

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Name: Aline Dumitrescu
Title: Area mgr. C & E
Date: 7/9/14

[ACKNOWLEDGMENTS APPEAR ON THE FOLLOWING PAGE]

LANDLORD ACKNOWLEDGEMENT

STATE OF Louisiana)
PARISH OF Natchitoches) ss:

On the 15th day of July, 2014, before me personally appeared Lee Posey, and acknowledged under oath that he/she is the Mayor of City of Natchitoches, the Louisiana municipal corporation named in the attached instrument, and as such was authorized to execute this instrument on behalf of the municipal corporation.

Edd R. Lee
Signature of Notary Public
Print Name: Edd R. Lee
Notary/Bar No.: 15749
My Commission Expires: Death

TENANT ACKNOWLEDGEMENT

STATE OF Alabama)
PARISH/COUNTY OF Shelby) ss:

I, Brigita D. Edmondson, a Notary Public in and for said Parish/County in said State, hereby certify that Atina Dumitrescu, whose name as Area Mgr. C: E of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 9th day of July, 2014.

Brigita D. Edmondson
Signature of Notary Public
Print Name: Brigita D. Edmondson
Notary/Bar No.: _____
My Commission Expires: Sept 27, 2014
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT B-1

DESCRIPTION OF TENANT'S EQUIPMENT

Description of Tenant's Existing Equipment:

- Six (6) antennas
- Six (6) TMAs
- Twelve (12) coax lines
- One (1) download

LTE Equipment being added per this Amendment:

- Replacing three (3) existing antennas with six (6) new antennas
- Eighteen (18) RRUs
- Six (6) RRUs A2 Modules
- Two (2) Fiber cables
- Five (5) DC cables
- Three (3) Demarc/Raycaps

Final Equipment Configuration:

- Twelve (12) antennas
- Six (6) TMAs
- Twelve (12) coax lines
- One (1) download
- Eighteen (18) RRUs
- Six (6) RRUs A2 Modules
- Two (2) Fiber cables
- Five (5) DC cables
- Three (3) Demarc/Raycaps

*** All existing ground space remains unchanged**

EXHIBIT B-2
CONSTRUCTION DRAWINGS

AT&T site: Murphys Lake/FA#10036875

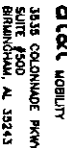
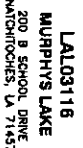
12-2010
2010 Form Amendment



LTE OVERLAY PROJECT

SITE NAME: MURPHYS LAKE
SITE NUMBER: LAL03116
FA LOCATION CODE: 10036875

DRAWING INDEX		VICINITY MAP		PROJECT INFORMATION	
<div>T1 TITLE SHEET SITE PLAN & SHELTER LAYOUT C1 TOWER ELEVATION & ANTENNA LAYOUT C2 COAX COLOR CODING/MOUNTING C3 EXISTING CONFIGURATION - ALPHA C4.1 PROPOSED CONFIGURATION - ALPHA C4.2 PLUMBING DETAILS - ALPHA C4.3 EXISTING CONFIGURATION - BETA C4.4 PROPOSED CONFIGURATION - BETA C4.5 PLUMBING DETAILS - BETA C4.6 EXISTING CONFIGURATION - GAMMA C4.7 PROPOSED CONFIGURATION - GAMMA C4.8 PLUMBING DETAILS - GAMMA C4.9 ANTENNA SPECIFICATIONS C5</div>		<div>DIRECTIONS: DEPART LAKE SHREVEPORT, LA ON I-49 (SOUTH) LA-328 / BEAT KOLINS-IND LOOP, AT EXIT 138, TURN RIGHT ONTO RAMP LA-6 / MATCHPOUCHES / WAWY, KEEP LEFT TO STAY ON RAMP, BEAR RIGHT (SOUTH) ONTO LOCAL ROAD(S), TURN LEFT (EAST) ONTO SR-6, ROAD NAME CHANGES TO COLONIAL TRAILS SCenic BYWAY, ROAD NAME CHANGES TO SR-6 BUS (COLLEGE AVE), TURN LEFT (NORTH-EAST) ONTO SR-6 BUS (JEFFERSON ST), KEEP STRAIGHT ONTO SR-6 BUS (FRONT ST), TURN RIGHT (EAST) ONTO SR-1 BUS (CHURCH ST), TURN LEFT (NORTH) ONTO SR-1224 (WILLIAMS AVE), TURN RIGHT (EAST) ONTO PR-508 (ST MAURICE LA), TURN LEFT (NORTH) ONTO SCHOOL DR.</div>		<div>SCOPE OF WORK: PROPOSED (6) AT&T LTE ANTENNAS (2 PER SECTOR, 3 SECTORS) TO BE MOUNTED TO EXISTING HANDRAIL PROPOSED (6) RPL (3 PER SECTOR, 3 SECTORS) TO BE MOUNTED TO BACK OF LTE ANTENNA FIRE HOODS PROPOSED (3) RAYCAP SQUIDS TO BE MOUNTED TO EXISTING HANDRAIL PROPOSED (1) FIBER CABLE AND (6) DC POWER CABLES TO BE ROUTED PER STRUCTURAL ANALYSIS PROPOSED (1) RAYCAP BACK MOUNTED SURGE SUPPRESSOR AND (1) MU (MAIN UNIT) TO BE MOUNTED IN NEW LTE RACK</div>	
APPROVALS		<div>PROJECT INFORMATION</div> <div>APPLICANT: at&t mobility 3533 COLONNADE PKWY, SUITE #500 BIRMINGHAM, AL 35243</div> <div>MRDS VERSION: 2.00</div> <div>LATITUDE (NAD 83): 31.7666127 LONGITUDE (NAD 83): -83.0761944</div> <div>CURRENT USE: UNMANNED TELECOMMUNICATIONS FACILITY</div> <div>JURISDICTION: MATCHPOUCHES PARISH</div> <div>ENGINEER: ARIA SERVICES, INC.</div> <div>CONTACT: RISAU TISHABLO</div> <div>PHONE: 201-797-4387</div>		<div>AT&T MOBILITY - LITE OVERLAY PROJECT</div> <div>TITLE SHEET</div> <div>T1</div>	
<div>AT&T RF ENGINEER DATE</div> <div>AT&T OPERATIONS DATE</div> <div>MSO DATE</div> <div>TOWER OWNER DATE</div>		<div>STATE OF LOUISIANA PROFESSIONAL ENGINEER LIT #000000000 06/13/14</div> <div>811 Digging without Damaging Call before you dig</div>			



NO.	DATE	CONSTRUCTION	REVISION	BY	DATE
1	06/13/14				
2					
3					
4					
5					
6					

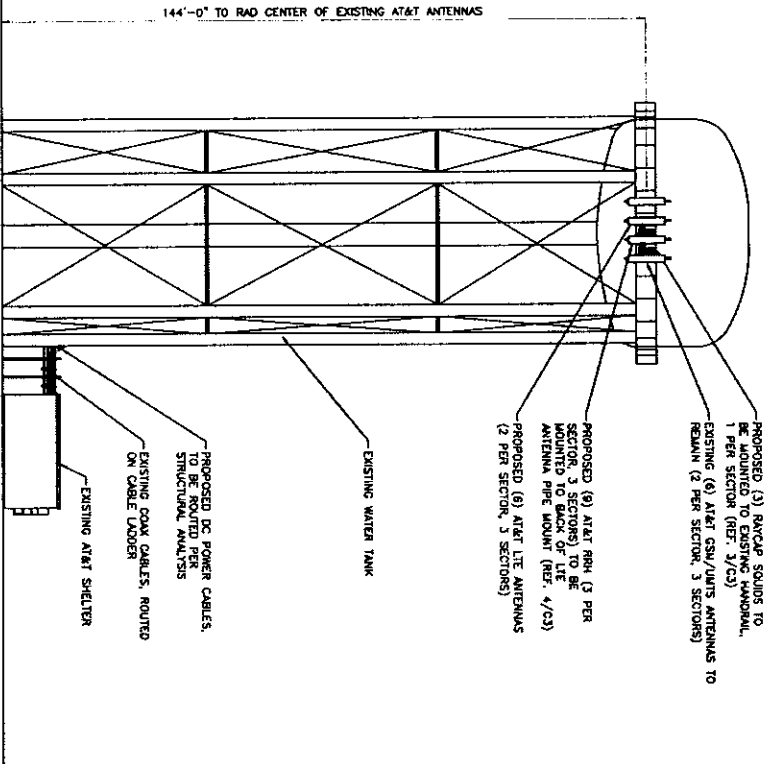


AT&T MOBILITY - LITE OVERLAY PROJECT
TITLE SHEET
T1

SCALE 6 INCHES TO 1 FOOT

FOR STRUCTURAL INTEGRITY OF THE
TOWER, REFER TO STRUCTURAL
ANALYSIS REPORT, DONE BY OTHERS

CONTRACTOR TO REFER
TO UTILITY RECORDS PRIOR
TO CONSTRUCTION.



1 ELEVATION SCALE NOT TO SCALE

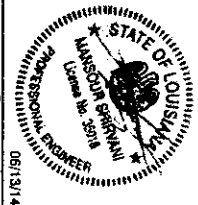
ARIA
SERVICES, INC.
1111 17TH AVENUE
BIRMINGHAM, AL 35243

FORESITE
SERVICES, INC.
3875 ASBURY ROAD
BIRMINGHAM, AL 35243

LAL03116
MURPHY'S LAKE
200 B SCHOOL DRIVE
NATCHITOCHES, LA 71457

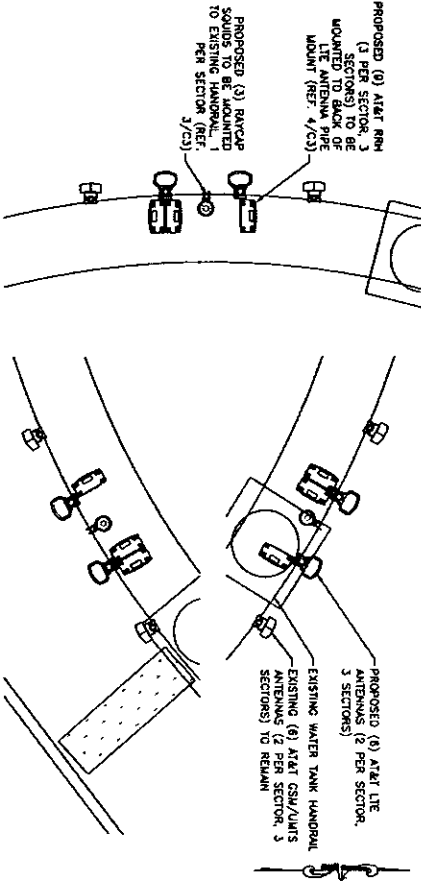
at&t MOBILITY
3415 COLONADE PKWY
SUITE 400
BIRMINGHAM, AL 35243

NO.	DATE	REVISION	BY	CHK'D	APP'D
1	06/13/14	CONSTRUCTION PERM.	W	W	W

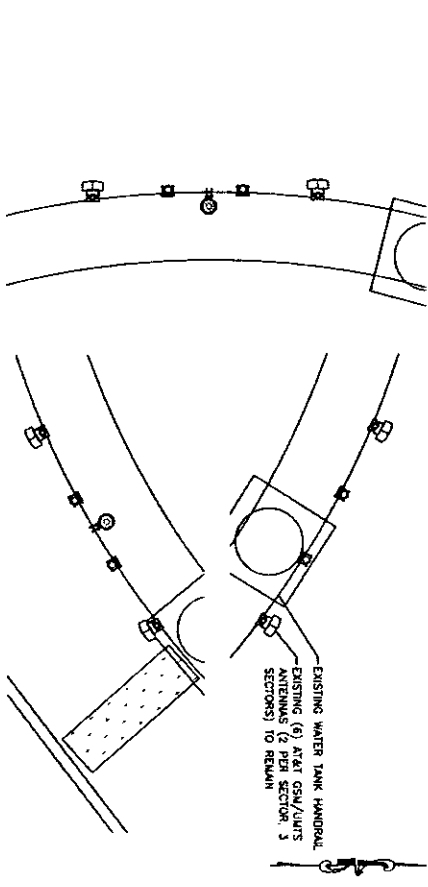


AT&T MOBILITY - LITE OVERLAY PROJECT
TOWER ELEVATION & ANTENNA LAYOUT
Drawing Number: C2
SCALE: 6 INCHES TO 1 X 1/2" 3/2"

2 NEW ANTENNA PLAN RAD CENTERS: SECTION 1 - 144'-0" SECTION 2 - 144'-0" SECTION 3 - 144'-0"

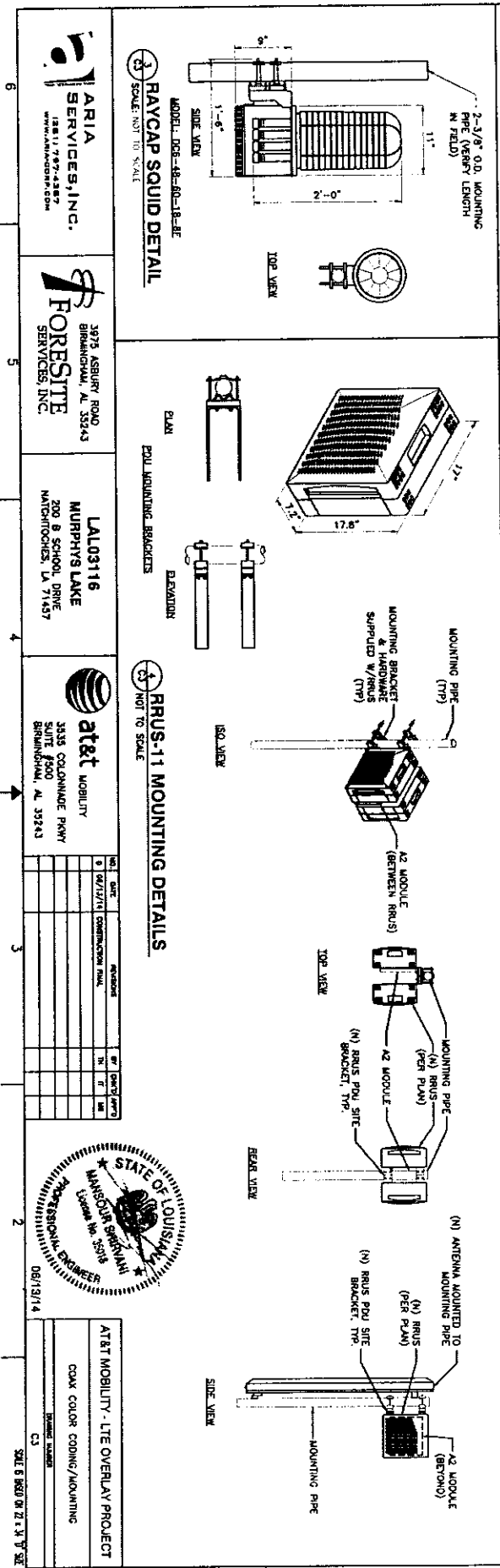
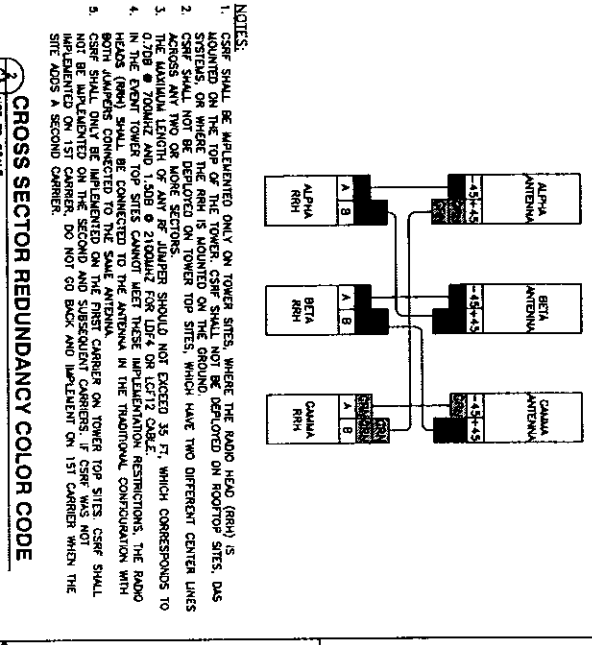
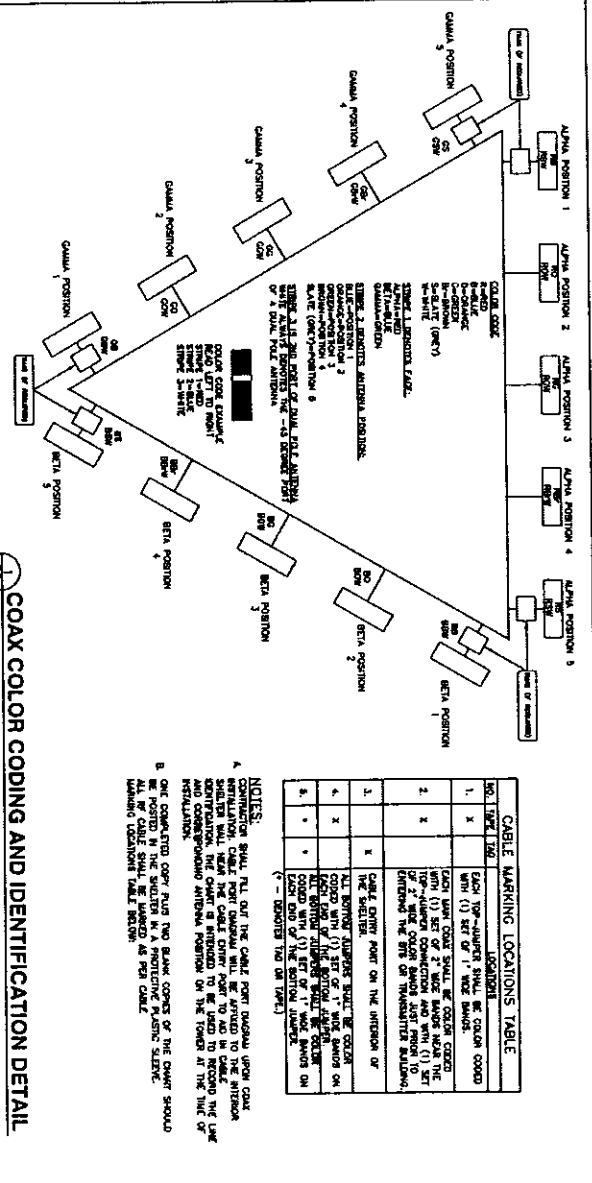


3 EXISTING ANTENNA PLAN RAD CENTERS: SECTION 1 - 144'-0" SECTION 2 - 144'-0" SECTION 3 - 144'-0"



EXISTING ANALYSIS:
GSM/UMTS: 30', 150', 210'

PROPOSED ANALYSIS:
GSM/UMTS: 30', 150', 210'
LTE: 30', 150', 210'
NOTE: EACH RRH UNIT MUST BE MOUNTED TO SAME SUPPORTS



ARIA SERVICES, INC. 3975 ASBURY ROAD BIRMINGHAM, AL 35243 205.977.4387 www.aria.com

FORESITE SERVICES, INC. 3975 ASBURY ROAD BIRMINGHAM, AL 35243 205.977.4387 www.foresite.com

LAL03116 MURPHY LAKE 200 B SCHOOL DRIVE NATCHITOCHES, LA 71457

at&t MOBILITY 3435 COLONADE DRIVE BIRMINGHAM, AL 35243

STATE OF LOUISIANA PROFESSIONAL ENGINEER 06/13/14

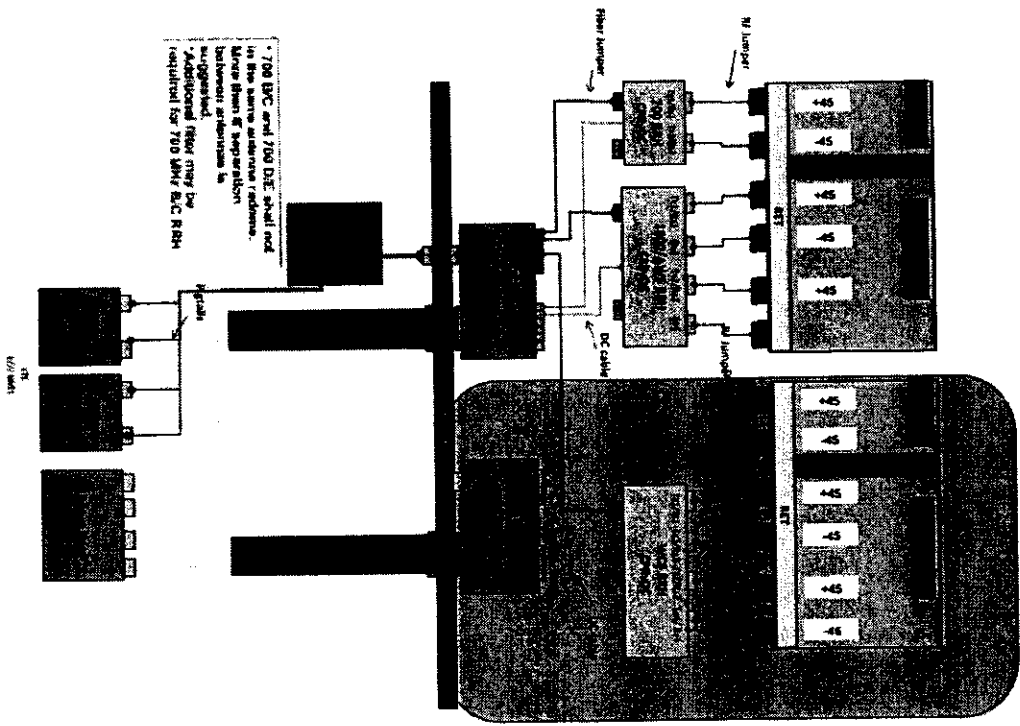
STATION	ANTENNA POSITION	ANTENNA POSITION
STATION 1	ANTENNA POSITION 1	ANTENNA POSITION 1

1

100

➤

DATE OF RECEIPT



ARIA SERVICES, INC.
13811 7974357
www.aria-inc.com

FORESITE SERVICES, INC.
3975 ASBURY ROAD
BIRMINGHAM, AL 35243

LAL03116
MURPHY'S LAKE
200 B SCHOOL DRIVE
MADISON, AL 37137

at&t MOBILITY
3335 COLONNADE DRIVE
SUITE 1500
BIRMINGHAM, AL 35243

NO.	DATE	REVISION	BY	CHKD BY
1	02/12/11	CONSTRUCTION FINAL		

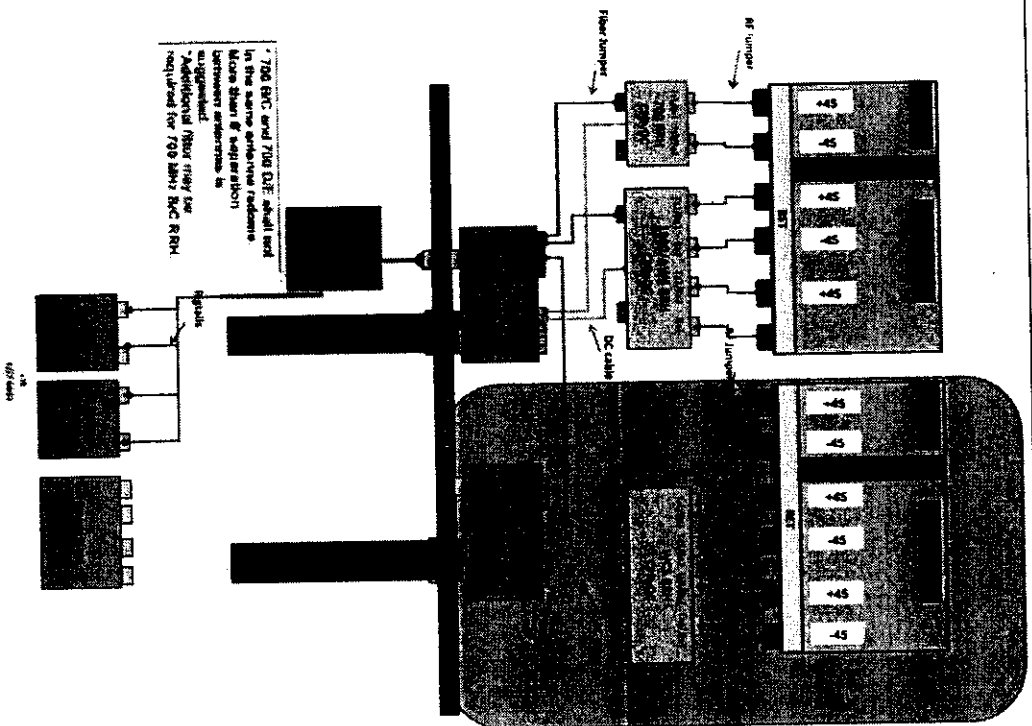
AT&T MOBILITY - LTE OVERLAY PROJECT
PLUMBING DETAILS - ALPHA
C4.3
SHEET 5 OF 21 X V SHEET

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BIRMINGHAM, AL 35243


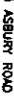

LAL03116
MURPHY'S LAKE
200 B SCHOOL DRIVE
MADRID, TN 37143

at&t MOBILITY
3535 COLONADE PKWY
SUITE 1000
BIRMINGHAM, AL 35243

NO.	DATE	REVISION	BY	CHKD BY
1	06/15/11	CONSTRUCTION PLAN	WJ	WJ

AT&T MOBILITY - LTE OVERLAY PROJECT
PLUMBING DETAILS - BETA
C4.6
SHEET 6 OF 12

DATE	DESCRIPTION	AMOUNT	BALANCE
1/1/20	OPENING BALANCE		100.00
1/15/20	PAYROLL	50.00	150.00
1/30/20	RENT	20.00	130.00
2/15/20	PAYROLL	50.00	180.00
2/28/20	RENT	20.00	160.00
3/15/20	PAYROLL	50.00	210.00
3/31/20	RENT	20.00	190.00
4/15/20	PAYROLL	50.00	240.00
4/30/20	RENT	20.00	220.00
5/15/20	PAYROLL	50.00	270.00
5/31/20	RENT	20.00	250.00
6/15/20	PAYROLL	50.00	300.00
6/30/20	RENT	20.00	280.00
7/15/20	PAYROLL	50.00	330.00
7/31/20	RENT	20.00	310.00
8/15/20	PAYROLL	50.00	360.00
8/31/20	RENT	20.00	340.00
9/15/20	PAYROLL	50.00	390.00
9/30/20	RENT	20.00	370.00
10/15/20	PAYROLL	50.00	420.00
10/31/20	RENT	20.00	400.00
11/15/20	PAYROLL	50.00	450.00
11/30/20	RENT	20.00	430.00
12/15/20	PAYROLL	50.00	480.00
12/31/20	RENT	20.00	460.00
1/1/21	OPENING BALANCE		460.00

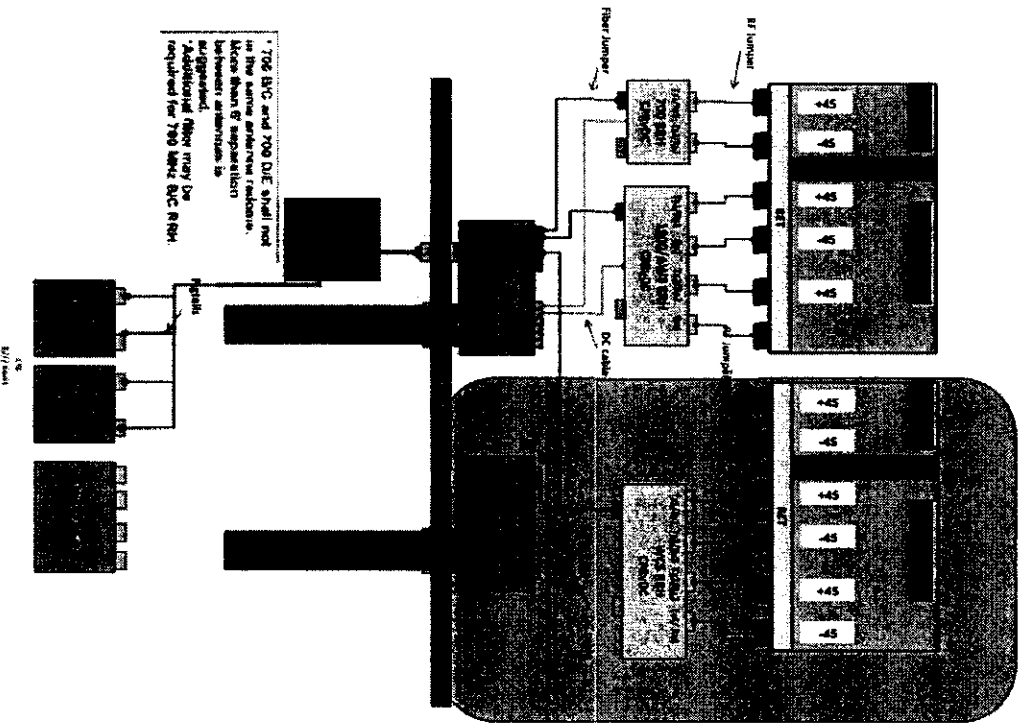
 ARIA SERVICES, INC. (205) 787-4287 WWW.ARIA-CORP.COM		 FORESITE 3875 ASBURY ROAD BIRMINGHAM, AL 35243 FORESITE SERVICES, INC.		LAL0316 MURPHYS LAKE 200 B SCHOOL DRIVE MATCHPOOCHES, VA 71457		 at&t MOBILITY 3335 COLONNADE PKWY SUITE #200 BIRMINGHAM, AL 35243		<table> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> <th>BY</th> <th>CHECKED BY</th> </tr> <tr> <td>1</td> <td>04/12/14</td> <td>COORDINATION FINAL</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		NO.	DATE	REVISION	BY	CHECKED BY	1	04/12/14	COORDINATION FINAL																																																<table> <tr> <td colspan="2">AT&T MOBILITY - LTE OVERLAY PROJECT</td> </tr> <tr> <td colspan="2">EXISTING CONFIGURATION - CMAA</td> </tr> <tr> <td>PROJECT NUMBER:</td> <td></td> </tr> <tr> <td>C&I:</td> <td></td> </tr> </table>		AT&T MOBILITY - LTE OVERLAY PROJECT		EXISTING CONFIGURATION - CMAA		PROJECT NUMBER:		C&I:	
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SCALE & SHEET NO. 22 OF 24 TOTAL SHEETS

[illegible]

Section	Item	Material	Quantity	Unit	Price	Total	Notes
ARTIST'S ROOM 1	POINT 1	1/2" x 1/2" x 1/2"	100	sq ft	1.00	100.00	
	POINT 2	1/2" x 1/2" x 1/2"	100	sq ft	1.00	100.00	
	POINT 3	1/2" x 1/2" x 1/2"	100	sq ft	1.00	100.00	
ARTIST'S ROOM 2	POINT 1	1/2" x 1/2" x 1/2"	100	sq ft	1.00	100.00	
	POINT 2	1/2" x 1/2" x 1/2"	100	sq ft	1.00	100.00	
	POINT 3	1/2" x 1/2" x 1/2"	100	sq ft	1.00	100.00	
ARTIST'S ROOM 3	POINT 1	1/2" x 1/2" x 1/2"	100	sq ft	1.00	100.00	
	POINT 2	1/2" x 1/2" x 1/2"	100	sq ft	1.00	100.00	
	POINT 3	1/2" x 1/2" x 1/2"	100	sq ft	1.00	100.00	
ARTIST'S ROOM 4	POINT 1	1/2" x 1/2" x 1/2"	100	sq ft	1.00	100.00	
	POINT 2	1/2" x 1/2" x 1/2"	100	sq ft	1.00	100.00	
	POINT 3	1/2" x 1/2" x 1/2"	100	sq ft	1.00	100.00	

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LAL03116
MURPHY'S LAKE
200 S. SCHOOL DRIVE
NATCHITOCHES, LA 71457



at&t mobility
3335 COLONNADE PARK
SUITE 200
BIRMINGHAM, AL 35243

NO.	DATE	REVISION	BY	CHKD	APP'D
1	04/11/11	CONSTRUCTION PLAN	NO	IF	NO

AT&T MOBILITY - LITE OVERLAY PROJECT

PLUMBING DETAILS - GAMMA

DESIGN NUMBER

C4.9

SHEET 6 OF 600 (24 x 36) 1/4" = 1'-0"



Model HPA-60R-BULL-100

The CCI's independent third-party reviewers agree: it is an industry best-practice solution with the world's best coverage. With four high-level courts and two lower-level courts, the support structure is ready for a 24-hour legal battle.

Admission students sometimes high performance, consequently (2) these students called beyond time and it is often already techniques to provide an entrance with excellent score-high performance, always education systems, and high level to create a life.

Multiple measures can have the potential to be confounded as a single criterion, reducing construct validity and testing exposure, and decreasing development time and reliability.

Full board capacity for 750 A/R, 1,000 A/R, 1,250 A/R, 1,500 A/R, 1,750 A/R and P/C's. 2,000 A/R occupancy is a single exception.

Нормативный документ Антенно-Array



Results

- [illegible]

Application

- **4-6** **SHOULD** we keep them until they're better? or LONGER?
- Addressing individual capacity without adding additional information
- Addressing WLC's impact on participating attorneys' future



Page 1

**Model MP4-658-BUL-H**

PIPPA B. COLE, *Mathematics Education Researcher*

Parameter, Variable	1990-1991	1992-1993	1993-1994	1994-1995	1995-1996	1996-1997	1997-1998	1998-1999	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037	2037-2038	2038-2039	2039-2040	2040-2041	2041-2042	2042-2043	2043-2044	2044-2045	2045-2046	2046-2047	2047-2048	2048-2049	2049-2050	2050-2051	2051-2052	2052-2053	2053-2054	2054-2055	2055-2056	2056-2057	2057-2058	2058-2059	2059-2060	2060-2061	2061-2062	2062-2063	2063-2064	2064-2065	2065-2066	2066-2067	2067-2068	2068-2069	2069-2070	2070-2071	2071-2072	2072-2073	2073-2074	2074-2075	2075-2076	2076-2077	2077-2078	2078-2079	2079-2080	2080-2081	2081-2082	2082-2083	2083-2084	2084-2085	2085-2086	2086-2087	2087-2088	2088-2089	2089-2090	2090-2091	2091-2092	2092-2093	2093-2094	2094-2095	2095-2096	2096-2097	2097-2098	2098-2099	2099-2100	2100-2101	2101-2102	2102-2103	2103-2104	2104-2105	2105-2106	2106-2107	2107-2108	2108-2109	2109-2110	2110-2111	2111-2112	2112-2113	2113-2114	2114-2115	2115-2116	2116-2117	2117-2118	2118-2119	2119-2120	2120-2121	2121-2122	2122-2123	2123-2124	2124-2125	2125-2126	2126-2127	2127-2128	2128-2129	2129-2130	2130-2131	2131-2132	2132-2133	2133-2134	2134-2135	2135-2136	2136-2137	2137-2138	2138-2139	2139-2140	2140-2141	2141-2142	2142-2143	2143-2144	2144-2145	2145-2146	2146-2147	2147-2148	2148-2149	2149-2150	2150-2151	2151-2152	2152-2153	2153-2154	2154-2155	2155-2156	2156-2157	2157-2158	2158-2159	2159-2160	2160-2161	2161-2162	2162-2163	2163-2164	2164-2165	2165-2166	2166-2167	2167-2168	2168-2169	2169-2170	2170-2171	2171-2172	2172-2173	2173-2174	2174-2175	2175-2176	2176-2177	2177-2178	2178-2179	2179-2180	2180-2181	2181-2182	2182-2183	2183-2184	2184-2185	2185-2186	2186-2187	2187-2188	2188-2189	2189-2190	2190-2191	2191-2192	2192-2193	2193-2194	2194-2195	2195-2196	2196-2197	2197-2198	2198-2199	2199-2200	2200-2201	2201-2202	2202-2203	2203-2204	2204-2205	2205-2206	2206-2207	2207-2208	2208-2209	2209-2210	2210-2211	2211-2212	2212-2213	2213-2214	2214-2215	2215-2216	2216-2217	2217-2218	2218-2219	2219-2220	2220-2221	2221-2222	2222-2223	2223-2224	2224-2225	2225-2226	2226-2227	2227-2228	2228-2229	2229-2230	2230-2231	2231-2232	2232-2233	2233-2234	2234-2235	2235-2236	2236-2237	2237-2238	2238-2239	2239-2240	2240-2241	2241-2242	2242-2243	2243-2244	2244-2245	2245-2246	2246-2247	2247-2248	2248-2249	2249-2250	2250-2251	2251-2252	2252-2253	2253-2254	2254-2255	2255-2256	2256-2257	2257-2258	2258-2259	2259-2260	2260-2261	2261-2262	2262-2263	2263-2264	2264-2265	2265-2266	2266-2267	2267-2268	2268-2269	2269-2270	2270-2271	2271-2272	2272-2273	2273-2274	2274-2275	2275-2276	2276-2277	2277-2278	2278-2279	2279-2280	2280-2281	2281-2282	
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Magnum Special Activities

[illegible]

Discussion



7/24/2013
 www.campden.co.uk
 UK: 019 09 600000 Email: info@campden.co.uk
 Canada: 1 877 447-7777 Email: info@campden.ca
 Page 3
 Appendix 5.2



Model HPA-65R-30U-N

Ordering information:

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

[illegible]

1. **What is the purpose of the study?**
 2. **What are the research objectives?**
 3. **What is the research methodology?**
 4. **What are the results of the study?**
 5. **What are the conclusions of the study?**

KEY (Major) Findings and Synthesis

[illegible]

Parameter	Value
Sampling Method	ABA (1991) - Adaptive
Sampling rate (Hz)	0.5, 1, 2, 4, 8, 16, 32, 64, 128
Weight	1 to 16 and 32



438

Category	Item	Value
Category 1	Item 1	100
Category 2	Item 2	200
Category 3	Item 3	300
Category 4	Item 4	400
Category 5	Item 5	500
Category 6	Item 6	600
Category 7	Item 7	700
Category 8	Item 8	800
Category 9	Item 9	900
Category 10	Item 10	1000


Registered Confidential

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jiv.sagepub.com



FORESITE
3975 ASBURY ROAD
BIRMINGHAM, AL 35244

LAL03116
MURPHYS LAKE
200 B SCHOOL DRIVE



at&t MOBILITY

3535 COLONNADE PKW
SUITE #500
BIRMINGHAM, AL 35243

[illegible]

AT&T MOBILITY - LTE OVERLAY PROJECT

ANTENNA SPECIFICATIONS

Exercises

SCALE IS INCHES ON 22 X 34 1/2" 97

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 067 OF 2014

**A RESOLUTION APPROVING THE TERMS OF A
INTERGOVERNMENTAL COOPERATIVE
ENDEAVOR AGREEMENT BETWEEN THE STATE OF
LOUISIANA THROUGH THE DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT AND THE
CITY OF NATCHITOCHES FOR THE TRANSFER OF
CONCRETE BARRIERS, AND AUTHORIZING THE
MAYOR TO EXECUTE THE INTERGOVERNMENTAL
COOPERATIVE ENDEAVOR AGREEMENT ON
BEHALF OF THE CITY OF NATCHITOCHES**

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual."; and

WHEREAS FURTHER, The State of Louisiana, Department of Transportation and Development (sometimes hereinafter "DOTD") owns salvaged temporary concrete barriers, more fully detailed in Schedule A to the attached Agreement, which are older, do not meet current standards and specifications for use on state highways, and have little or no economic value and are of no use to DOTD; and

WHEREAS FURTHER, DOTD desires to avoid storage, hauling, and disposal costs associated with its continued ownership of the assorted concrete barriers; and

WHEREAS FURTHER, the City of Natchitoches (sometimes hereinafter "City") has an interest in the assorted concrete barriers for use in various projects within the City, including, but not limited to, blocking vehicle access to portions of closed municipal roads; and

WHEREAS FURTHER, DOTD is willing to transfer to the City its ownership in and to the assorted concrete barriers under the terms and conditions set forth in the Attached Intergovernmental Cooperative Endeavor Agreement (sometimes hereinafter "Agreement"); and

WHEREAS FURTHER, each of the parties hereto have determined that it is receiving an equivalent value in exchange for the rights created and obligations assumed in the Agreement; and

WHEREAS FURTHER, the City Council believes that it is in the best interest of the City to agree to the terms set forth in the attached Agreement, and desires to authorize the Mayor of the City of Natchitoches to execute same on behalf of the City; and

NOW, THEREFORE, BE IT RESOLVED by the City Council in legal session convened, that the said Intergovernmental Cooperative Endeavor Agreement between the State of Louisiana, Department of Transportation and Development and the City Natchitoches be and the same is hereby approved.

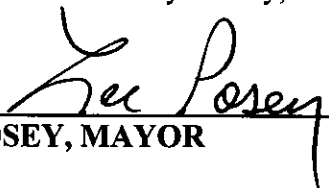
BE IT FURTHER RESOLVED that the Mayor, Lee Posey, is hereby authorized and empowered to represent the City of Natchitoches and to execute said Agreement on behalf of the City, a copy of which Agreement is hereby attached and made a part of this Resolution.

BE IT FURTHER RESOLVED that the Mayor, Lee Posey, is hereby authorized and empowered to do all other things necessary or proper in the premises.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14th day of July, 2014.



LEE POSEY, MAYOR

**INTERGOVERNMENTAL COOPERATIVE ENDEAVOR
AGREEMENT**

between

STATE OF LOUISIANA

through the

**DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT**

and the

CITY OF NATCHITOCHES

TRANSFER OF CONCRETE BARRIERS

THIS INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT ("Agreement") is made and entered into this 31st, day of July, 2014, by and between the State of Louisiana, through the Department of Transportation and Development ("DOTD") and the City of Natchitoches ("CON"), for the public purposes hereinafter stated.

WITNESSETH THAT:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual."

WHEREAS, DOTD owns salvaged temporary concrete barriers, more fully detailed in Schedule A attached and incorporated herewith, which are older, do not meet current standards and specifications for use on state highways, have no salvage value and are of no use to DOTD;

WHEREAS, DOTD desires to avoid storage, hauling, and disposal costs associated with its continued ownership of the assorted concrete barriers;

WHEREAS, these barriers are currently located in DOTD's District 08 maintenance yard at 5836 US 71 South, Alexandria, LA 71301;

WHEREAS, the CON has expressed an interest in the assorted concrete barriers for use in various projects within the CON service area, including, but not limited to, selected areas located on properties owned and maintained by the CON and utilized for the safety of the traveling public;

WHEREAS, DOTD is willing to transfer to the CON its ownership in and to the assorted concrete barriers under the terms and conditions set forth below; and

NOW THEREFORE, DOTD and the CON agree as follows:

NOW THEREFORE, DOTD and the CON agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish the terms and conditions applicable to the transfer, acceptance, responsibilities, and use of the assorted concrete barriers by and between DOTD and the CON, which would better serve the citizens of the state by enabling utilization of this asset in its current condition.

ARTICLE II RESPONSIBILITIES OF THE PARTIES

2.1 DOTD will transfer to the CON its ownership in and to approximately 12 assorted concrete barriers, described more fully in Schedule A, attached hereto and incorporated herein, and hereinafter collectively referred to as "the Concrete Barriers", located in DOTD's District 08 maintenance yard at 5836 US 71 South, Alexandria, LA 71301.

2.2 The delivery and transfer in ownership will take place immediately upon the loading of the Concrete Barriers onto the CON's equipment.

2.3 In consideration of the transfer in ownership of the Concrete Barriers, DOTD will provide personnel and equipment necessary to load the Concrete Barriers from their current location at the District 08 maintenance yard at 5836 US 71 South, Alexandria, LA 71301, and CON shall be responsible for providing all equipment to transport, unload and install the concrete barriers to the location(s) where they are to be used by the CON, and for any and all future storage and maintenance of the Concrete Barriers, at the CON's sole cost and expense.

2.4 The CON and DOTD will agree upon a mutually beneficial time for the CON to come onto DOTD premises to remove the Concrete Barriers.

ARTICLE III TERM AND TERMINATION

3.1 The provisions of this Agreement shall be effective from the date of execution and shall be binding upon all parties until all work is completed and accepted and all conditions have been met. However, this Agreement may be terminated earlier under any of the following conditions:

- a) By mutual agreement and consent of the parties;
 - b) By the CON, prior to the removal of any or all of the Concrete Barriers from the DOTD premises; or
-

- c) By DOTD should this Agreement be determined to be illegal or fatally defective.

ARTICLE IV
ASSIGNMENT

During the term of this agreement, neither DOTD nor the CON shall assign any interest in this Agreement, and neither shall transfer any interest in same, whether by assignment, novation or donation without prior written consent of the other party.

ARTICLE V
AMENDMENTS

Any modification or amendment of this Agreement shall be valid only when it has been reduced to writing and executed by both parties.

ARTICLE VI
INDEMNIFICATION

6.1 The CON agrees and obligates itself, its successors and assigns to defend, indemnify, save harmless and provide a defense for the DOTD, its officials, officers and employees against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorneys' fees and court costs by or for any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the CON or any of the above, growing out of, resulting from or by reason of any violation of the requirements of this Agreement or any State law, of any negligent act or omission, operation or work of the CON, its employees, servants, contractors or any person engaged upon or in connection with the work performed by the CON hereunder, including, but not limited to, any omissions, defects or deficiencies, disruptions, inefficiencies or nonpayment of any cost incurred, or any other claim of whatever nature or kind arising from, out of, or in any way connected with, the work to be performed pursuant to this Agreement, to the fullest extent permitted by law.

6.2 Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to or for any obligation by either party hereto or to authorize any third person to have any action against either party arising out of this Agreement.

ARTICLE VII
AUDITS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration, and DOTD auditors shall have the option of

auditing all accounts of the CON and DOTD that relate to this Agreement. The parties shall be audited in accordance with La. R.S. 24:513, et seq.

ARTICLE VIII
RECORD KEEPING AND REPORTING

The Entity agrees to retain all books, records, and other documents relevant to this agreement for at least three years after termination of this Agreement, provided.

ARTICLE XI
LEGAL COMPLIANCE

All parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

ARTICLE X
NOTICES

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (receipted for) or by placing same in the United States Mail, properly addressed and postage prepaid to:

Jeff Connella, P.E.
Louisiana Department of Transportation and Development
Engineer 7 - DOTD, District 08
3300 MacArthur Drive, Alexandria, LA 71301
(318) 561-5107

Mayor Lee Posey
City of Natchitoches
700 Second Street
Natchitoches, LA 71457
(318) 357-3845

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers duly authorized as of the day and year first above written.

WITNESSES:

Hannah Wemminger

Natasha M. Boston

WITNESSES:

Darlene Major

Geoffrey Rodriguez

City of Natchitoches

By: _____

Lee Posey
Mayor

STATE OF LOUISIANA
THROUGH THE DEPARTMENT
OF TRANSPORTATION AND
DEVELOPMENT

By: _____

KM Miller
Secretary

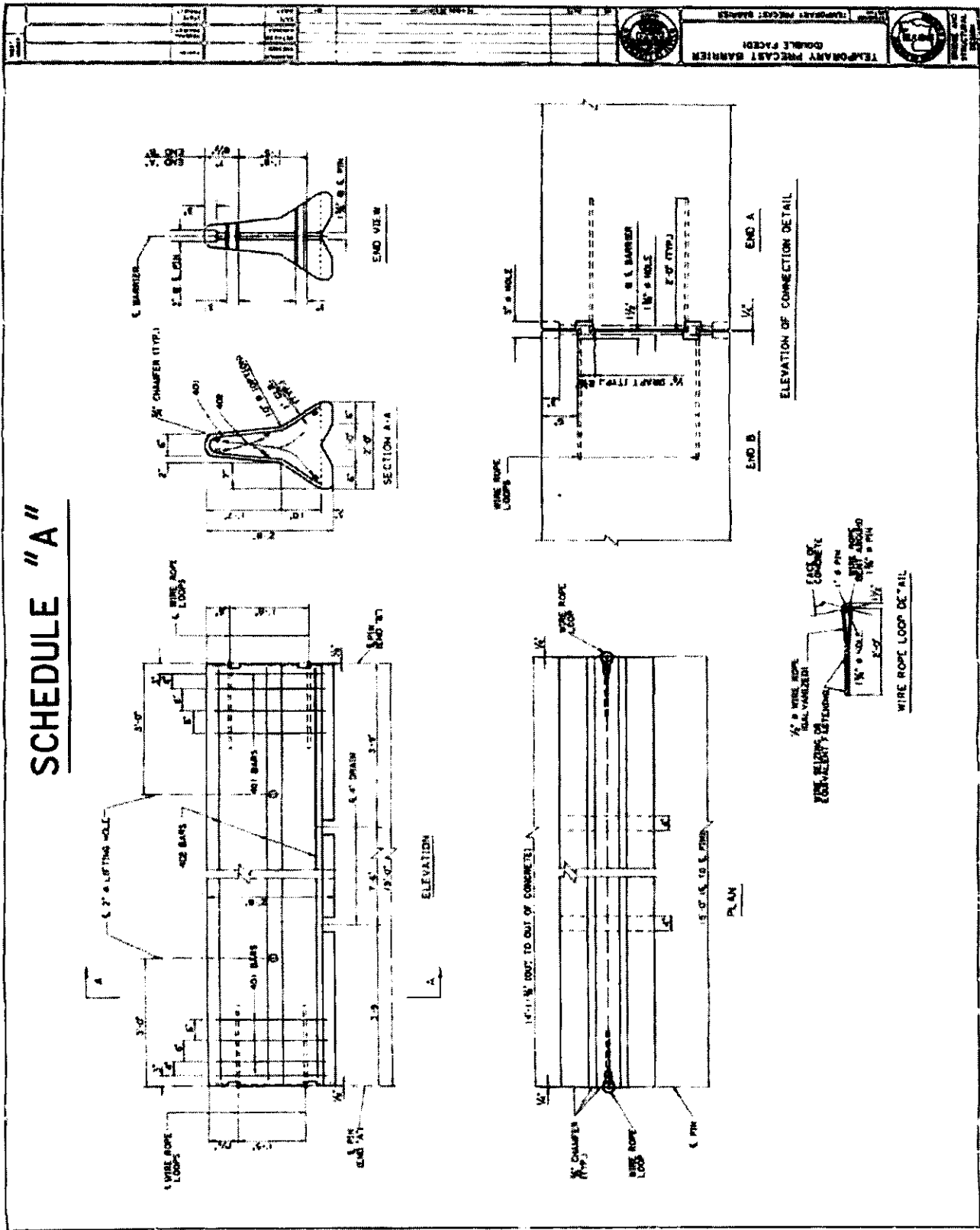
RECOMMENDED FOR APPROVAL

By: _____

Division Head

Murphy St. Denis

SCHEDULE "A"



The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 068 OF 2014

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT
BIDS FOR THE PURCHASE OF A BUCKET TRUCK FOR THE CITY OF
NATCHITOCHES UTILITY DEPARTMENT**

BID NO. 0553

WHEREAS, the City wishes to advertise for public bids for the purchase of a Bucket Truck for the Natchitoches Utility Department (Bid No. 0553); and

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71458 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana; and

WHEREAS, the City of Natchitoches will accept sealed and electronic bids for the project until 4:00 pm on Monday, August 11, 2014 at the Office of the Director of Purchasing, 1400 Sabine Street; and

WHEREAS, bids will be publicly opened and read aloud at 4:00 pm, on Monday, August 11, 2014 held at the above mentioned Office of the Director of Purchasing; and

WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman At Large; Bryan Wimberly, Director of Utilities, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14th day of July, 2014.



LEE POSEY, MAYOR

BID INVITATION

DATE: July 14, 2014

FROM: City of Natchitoches
Purchasing Department
1400 Sabine Street
Natchitoches, LA 71457

BID NO. 0553

BID TITLE: Bucket Truck

SEALED BID PROPOSALS WILL BE
RECEIVED UNTIL 4:00 PM,

August 11, 2014

AT THE OFFICE OF EDD LEE
DIRECTOR OF PURCHASING, 1400
SABINE STREET, NATCHITOCHES, LA
71457.

FOR ADDITIONAL INFORMATION
CONTACT THE FOLLOWING:

You may bid online by logging into:

www.bidexpress.com

For any questions about using the site please

Call the help number 888-352-BIDX (2439)

Edd Lee
DIRECTOR OF PURCHASING
(318) 357-3824

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Pages #4 and #5 or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened. Bids will be opened at 4:00 PM on August 11, 2014, at the Purchasing Department, located at 1400 Sabine St., Natchitoches, LA 71457
2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose.** This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets.
4. All work and supplies are to be quoted FOB Natchitoches and delivered to the City Purchasing Warehouse, 1400 Sabine Street, Natchitoches, LA 71457
5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes first.
6. Prices quoted shall include all transportation and delivery costs. **Dealer nameplates or decals SHALL NOT be placed on equipment.**
7. The Purchasing Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Purchasing.
8. The conditions and terms of this bid will be considered when evaluating for award.
9. The City of Natchitoches is exempt from all state taxes.
10. Prices shall include vehicle safety inspection, **if applies**, application for title and public plates and delivered to the City Warehouse, 1400 Sabine Street, Natchitoches, LA 71457.

11. Truck must be in New Unused Condition and be a 2014 or 2015 Model.

12. Bidder must submit a current brochure of truck that is being bid on.

11. The attached bid specifications describe the minimum requirements. Equipment of similar type, character, quality and purpose conforming to the detailed requirements listed in the specification sheet will be considered equivalent. Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer.

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. **0535**

DESCRIPTION	QUANTITY
Bucket Truck	(1)

ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO:
CITY OF NATCHITOCHEs, 1400 Sabine Street, NATCHITOCHEs, LA 71457
BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR A PERIOD OF: _____ CALENDER DAYS
BID ACCEPTANCE PERIOD OF: _____ CALENDER DAYS

DELIVERY WILL BE COMPLETED WITHIN: _____ CALENDER DAYS AFTER
RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

MAKE OF TRUCK _____

MODEL NUMBER _____

YEAR _____

PRICE OF TRUCK \$ _____

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL GUARANTEES AND WARRENTIES RELATING THERETO. ANY AND ALL

EXCEPTIONS HAVE BEEN NOTED WITHIN.

_____	_____
BIDDER	MAILING ADDRESS
_____	_____
SIGNATURE	CITY STATE/ZIP
_____	_____
TYPE/PRINT NAME	DATE
_____	_____
TELEPHONE	TITLE

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to -wit:

RESOLUTION NO. 069 OF 2014

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT
BIDS FOR THE PURCHASE OF UTILITY POLES-CCA FOR THE CITY OF
NATCHITOCHES UTILITY DEPARTMENT**

BID NO. 0554

WHEREAS, the City wishes to advertise for public bids for the purchase of Utility Poles-CCA for the Natchitoches Utility Department (Bid No. 0554); and

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71458 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana; and

WHEREAS, the City of Natchitoches will accept sealed and electronic bids for the project until 4:00 pm on Monday, August 11, 2014 at the Office of the Director of Purchasing, 1400 Sabine Street; and

WHEREAS, bids will be publicly opened and read aloud at 4:00 pm, on Monday, August 11, 2014 held at the above mentioned Office of the Director of Purchasing; and

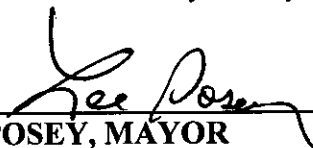
WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman At Large; Bryan Wimberly, Director of Utilities, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14th day of July, 2014.



LEE POSEY, MAYOR

BID INVITATION

DATE: July 14, 2014

FROM: City of Natchitoches
Purchasing Department
1400 Sabine Street
Natchitoches, LA 71457

BID NO. 0554

BID TITLE: Utility Poles - CCA

SEALED BID PROPOSALS WILL BE
RECEIVED UNTIL 4PM,

August 11, 2014

AT THE OFFICE OF Edd Lee
DIRECTOR OF PURCHASING, 1400
SABINE STREET, NATCHITOCHES, LA
71457.

FOR ADDITIONAL INFORMATION
CONTACT THE FOLLOWING:

You may bid online by logging into:

www.bidexpress.com

For any questions about using the site please
call the help number 888-352-BIDX (2439)

Edd Lee
DIRECTOR OF PURCHASING
(318) 357-3824

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Page #4 and attached specifications or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened. Bids will be opened at 4:00 PM, August 11, 2014, at the Purchasing Department, located at 1400 Sabine St., Natchitoches, LA 71457.
2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose.** This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets.
4. All work and supplies are to be quoted FOB Natchitoches and delivered to the City Purchasing Warehouse, 1400 Sabine Street, Natchitoches, LA 71457
5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes first.
6. Prices quoted shall include all transportation and delivery and costs. Poles are to be unloaded at City of Natchitoches, 1400 Sabine St., Natchitoches, LA 71457 by successful bidder.
7. The Purchasing Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Purchasing.
8. The conditions and terms of this bid will be considered when evaluating for award.
9. The City of Natchitoches is exempt from all state taxes.
10. Prices shall include vehicle safety inspection, **if applies**, application for title and public plates and delivered to the City Warehouse, 1400 Sabine Street, Natchitoches, LA 71457.

11. The attached bid specifications describe the minimum requirements. Equipment of similar type, character, quality and purpose conforming to the detailed requirements listed in the specification sheet will be considered equivalent. Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer.

12. All of the Utility Poles are to be CCA treated class 2 poles.

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. 0554

DESCRIPTION

QUANTITY

CCA Treated Class 2 poles

Submit Pricing on Page #5-A

ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO:
CITY OF NATCHITOCHEs, 1400 Sabine Street, NATCHITOCHEs, LA 71457
BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR A PERIOD OF: _____ CALENDER DAYS
BID ACCEPTANCE PERIOD OF: _____ CALENDER DAYS

DELIVERY WILL BE COMPLETED WITHIN: _____ CALENDER DAYS AFTER
RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

Total Cost of Utility Poles per the **GRAND TOTAL** listed on page #5-A

\$ _____

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL
AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS
OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO
BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND
HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL
FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL
GUARANTEES AND WARRENTIES RELATING THERETO. ANY AND ALL

EXCEPTIONS HAVE BEEN NOTED WITHIN.

_____ BIDDER	_____ MAILING ADDRESS
_____ SIGNATURE	_____ CITY STATE/ZIP
_____ TYPE/PRINT NAME	_____ DATE
_____ TELEPHONE	_____ TITLE

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 070 OF 2014

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT
BIDS ELECTRICAL SUPPLIES FOR THE CITY OF NATCHITOCHES
UTILITY DEPARTMENT**

BID NO. 0555

WHEREAS, the City wishes to advertise for public bids for the purchase of Electrical Supplies for the Natchitoches Utility Department (Bid No. 0555); and

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71458 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana; and

WHEREAS, the City of Natchitoches will accept sealed and electronic bids for the project until 4:00 pm on Monday, August 11, 2014 at the Office of the Director of Purchasing, 1400 Sabine Street; and

WHEREAS, bids will be publicly opened and read aloud at 4:00 pm, on Monday, August 11, 2014 held at the above mentioned Office of the Director of Purchasing; and

WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman At Large; Bryan Wimberly, Director of Utilities, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14th day of July, 2014.



LEE POSEY, MAYOR

BID INVITATION

DATE: July 14, 2014

FROM: City of Natchitoches
Purchasing Department
1400 Sabine Street
Natchitoches, LA 71457

BID NO. 0555

BID TITLE: Electrical Supplies

SEALED BID PROPOSALS WILL BE
RECEIVED UNTIL 4PM,

August 11, 2014

AT THE OFFICE OF Edd Lee
DIRECTOR OF PURCHASING, 1400
SABINE STREET, NATCHITOCHES, LA
71457.

FOR ADDITIONAL INFORMATION
CONTACT THE FOLLOWING:

You may bid online by logging into:

www.bidexpress.com

For any questions about using the site please
call the help number 888-352-BIDX (2439)

Edd Lee
DIRECTOR OF PURCHASING
(318) 357-3824

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Page #4 and attached specifications or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened. Bids will be opened at 4:00 PM, August 11, 2014, at the Purchasing Department, located at 1400 Sabine St., Natchitoches, LA 71457.
2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose.** This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets.
4. All work and supplies are to be quoted FOB Natchitoches and delivered to the City Purchasing Warehouse, 1400 Sabine Street, Natchitoches, LA 71457
5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes first.
6. Prices quoted shall include all transportation and delivery and costs.
7. The Purchasing Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Purchasing.
8. The conditions and terms of this bid will be considered when evaluating for award.
9. The City of Natchitoches is exempt from all state taxes.
10. Prices shall include vehicle safety inspection, **if applies**, application for title and public plates and delivered to the City Warehouse, 1400 Sabine Street, Natchitoches, LA 71457.

11. The attached bid specifications describe the minimum requirements. Equipment of similar type, character, quality and purpose conforming to the detailed requirements listed in the specification sheet will be considered equivalent. Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer.

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. 0555

DESCRIPTION

QUANTITY

Electrical Supplies

Submit Pricing on Page #5-A

ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO:
CITY OF NATCHITOCHEs, 1400 Sabine Street, NATCHITOCHEs, LA 71457
BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR A PERIOD OF: _____ CALENDER DAYS
BID ACCEPTANCE PERIOD OF: _____ CALENDER DAYS

DELIVERY WILL BE COMPLETED WITHIN: _____ CALENDER DAYS AFTER
RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

Total Cost of Electrical Supplies per the **GRAND TOTAL** listed on page #5-A

\$ _____

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL
AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS
OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO
BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND
HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL
FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL
GUARANTEES AND WARRENTIES RELATING THERETO. ANY AND ALL

EXCEPTIONS HAVE BEEN NOTED WITHIN.

_____	_____
BIDDER	MAILING ADDRESS
_____	_____
SIGNATURE	CITY STATE/ZIP
_____	_____
TYPE/PRINT NAME	DATE
_____	_____
TELEPHONE	TITLE

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to -wit:

RESOLUTION NO. 073 OF 2014

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT
BIDS FOR THE AMULET STREET ELEVATED TANK REHABILITATION
PROJECT**

BID NO. 0551

WHEREAS, the City wishes to advertise for public bids for the Amulet Street Elevated Tank Rehabilitation Project (Bid No. 0551), and

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71457 or received at the city of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana, and

WHEREAS, the City of Natchitoches will accept sealed and electronic bids for the project until 2:00 pm on Monday, August 11th, 2014 at the office of the Director of Purchasing, 1400 Sabine Street, and

WHEREAS, bids will be publicly opened and read aloud at 2:00 pm, on Monday, August 11th, 2014 held at the above mentioned office of the Director of Purchasing, and

WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Larry Payne, Councilman; Bryan Wimberly, Director of Utilities, and Randal Smoak, Engineer with Cothren, Graff, Smoak Engineering, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14th day of July, 2014.



LEE POSEY, MAYOR

ADVERTISEMENT FOR BIDS

Sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71457, or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana for the **Amulet Street Elevated Tank Rehabilitation (Bid No. 0551)** as described in the Specifications and Drawings. The Contractor Classification for this project is **Storage and Tank Construction or Painting and Coating (Industrial and Commercial)**.

The City of Natchitoches will accept sealed bids for the project until **2:00 P.M. on Monday, August 11th, 2014** at the office of the Director of Purchasing, 1400 Sabine Street. All bids shall be plainly marked "**SEALED BID No. 0551 – AMULET STREET ELEVATED TANK REHABILITATION.**" Any bid received after closing time will be returned unopened. Bids will be publicly opened and read aloud this same date at the 7:00 P.M. regularly scheduled City Council Meeting at the Natchitoches City Hall, 716 Second Street, Natchitoches, Louisiana.

If a NONRESIDENT CONTRACTOR bidding on public work in the State of Louisiana is domiciled in a state that provides a percentage preference in favor of CONTRACTORS for the same type work, then every Louisiana resident CONTRACTOR shall be granted the same preference over CONTRACTORS domiciled therein whenever the NONRESIDENT CONTRACTOR bids on public work in Louisiana (LA RS 38:2225). A CONTRACTOR who is a NONRESIDENT of the State of Louisiana must attach a copy of their State's law concerning preferential treatment and their State's percentage of bid preference. This information shall accompany CONTRACTOR'S bid proposal.

When a participating political subdivision lets a contract for a public works project that is to be administered by or paid for, in whole or in part, by said political subdivision's funds, the governing authority of the political subdivision may require, as a condition of letting the contract, that not less than eighty percent (80%) of the persons employed in fulfilling that contract be residents of the State of Louisiana (LA RS 38:2225).

Copies of the Specifications and Contract Documents are on file and open to public inspection at the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457.

A set of plans and specifications may be obtained from the ENGINEER - COTHREN, GRAFF, SMOAK ENGINEERING, INC., 112 Horn Street, Natchitoches, Louisiana 71457, or 6305 Westport Avenue, Shreveport, LA 71129 upon receipt of payment in the amount of **SIXTY DOLLARS (\$60.00)** per set. Checks should be made payable to CGS ENGINEERING, INC.

Bids will be accepted only from bidders who obtained bid documents from Cothren, Graff, Smoak Engineering, Inc.

Deposits on the first set of documents furnished bona fide prime bidders will be fully refunded upon return of the documents no later than ten days after receipt of bids. On other sets of documents furnished to bidders, the amount of 0 DOLLARS (\$ 0) (the deposit less the actual cost of reproduction) will be refunded upon return of the documents no later than ten days after receipt of bids. No refund will be made to non-bidders or sub-bidders.

Each bidder must deposit with his/her bid, security in the amount, for and subject to the conditions provided in the *Information for Bidders*. Sureties used for obtaining bonds must appear as acceptable on the Department of Treasury Circular 570.

The City of Natchitoches reserves the right to reject any or all bids.

CITY OF NATCHITOCHES

By: /s/ Lee Posey
Title: Mayor

PUBLISH:

July 18th, 2014

July 25th, 2014

August 1st, 2014

* * * * *

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Mims as follows, to -wit:

RESOLUTION NO. 074 OF 2014

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 3 TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHES AND DAVID LAWLER CONSTRUCTION, INC., FOR THE WATER LINE RELOCATION PROJECT – FY 2013 LCDBG STREET PROJECT

(BID NO. 0546)

WHEREAS, the City of Natchitoches (CITY) awarded the bid to David Lawler Construction, Inc., (CONTRACTOR) on March 24, 2014 by Ordinance No. 007 of 2014 in the amount of \$138,726.75 for the Water Line Relocation – FY 2013 LCDBG Street Project, (Bid No. 0546); and,

WHEREAS, on July 9, 2014, CONTRACTOR issued Change Order No. 3, fully described in Attachment “A”; and

WHEREAS, the contract sum will be increased by this Change Order No. 3 in the amount of \$2,829.75 and the revised contract total will be \$223,156.50; and,

WHEREAS, the project engineer, Randal Smoak of Cothren, Graff, Smoak Engineers, has recommended this change order; and

WHEREAS, the CITY is of the opinion that Change Order No. 3 is in the best interest of the CITY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 3 to the agreement between the City of Natchitoches and the contractor, David Lawler Construction, Inc.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14th day of July, 2014.


LEE POSEY, MAYOR

Change Order

No. 3

Date of Issuance: July 9, 2014

Effective Date: July 9, 2014

Project: <u>Waterline Relocation Project for FY2013 LCDBG Project</u>	Owner: <u>City of Natchitoches</u>	Owner's Contract No.:
Contract: <u>Waterline Relocation Project for FY2013 LCDBG Project</u>		Date of Contract: <u>03/25/14</u>
Contractor: <u>David Lawler Construction, Inc.</u>		Engineer's Project No.: <u>13.066</u>
The Contract Documents are modified as follows upon execution of this Change Order:		

As Built Quantities

\$ 2,829.75

Attachments: (List documents supporting change):

See Attached Item Schedule

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days
<u>\$ 138,726.75</u>	Substantial completion (days or date): <u>60</u>
	Ready for final payment (days or date): <u>105</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :
<u>\$ 81,600.00</u>	Substantial completion (days): <u>75</u>
	Ready for final payment (days): <u>120</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
<u>\$220,326.75</u>	Substantial completion (days or date): <u>75</u>
	Ready for final payment (days or date): <u>120</u>
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
<u>\$ 2,829.75</u>	Substantial completion (days or date):
	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
<u>\$223,156.50</u>	Substantial completion (days or date): <u>75</u>
	Ready for final payment (days or date): <u>120</u>

RECOMMEND: CGS Engineering

ACCEPTED: City of Natchitoches

ACCEPTED: David Lawler Construction, Inc.

By: _____
Engineer (Authorized Signature)

By: Lee Poser
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

CITY OF NATCHITOCHEs

WATERLINE RELOCATION PROJECT FOR THE FY2013 LCDBG STREET PROJECT

CHANGE ORDER NO. 3

July 9, 2014

Item No.	Description	Quantity		Unit	Unit	Dollar Amount
		Change			Price	Change
						\$ -
1	Traffic Maintenance Aggregate	28		TN	65.00	1,820.00
3	Water Main (8" Open Cut)	(30)		LF	24.00	(720.00)
4	Water Main (6" Open Cut)	55		LF	24.00	1,320.00
5	Water Main (8" Bored in Place)	(55)		LF	45.00	(2,475.00)
6	Water Main (6" Bored in Place)	(15)		LF	40.00	(600.00)
9	6" x 2" Connection	(2)		EA	1,200.00	(2,400.00)
10	2" x 2" Connection	(1)		EA	1,200.00	(1,200.00)
11	8" Plug and Block	(1)		EA	1,200.00	(1,200.00)
12	Gate Valve 6"	1		ea	900.00	900.00
17	Tapping Sleeve & Valve 8" x 6"	1		EA	1,800.00	1,800.00
19	Reconnect Residential Service Assembly	(3)		EA	400.00	(1,200.00)
20	Relocate Meter Assembly and	(3)		EA	650.00	(1,950.00)
21	Reconnect Fire Hydrant Assembly	(1)		EA	1,500.00	(1,500.00)
22	Locator Wire	1,605		LF	0.15	240.75
24	Asphalt Pavement Repair	92		SY	60.00	5,520.00
25	Clean Up Along Mains	2,164		LF	1.00	2,164.00
26	Testing of Mains	1,605		LF	1.00	1,605.00
27	Sterilization of Mains	1,605		LF	1.00	1,605.00
29	Cap and Abandon	1		LS	600.00	600.00
30	Temporary Flush Valves	(3)		EA	500.00	(1,500.00)

TOTAL **\$2,829.75**

The Council Members asked for clarification on why the project has increased a third time. Mr. Randal Smoak stated this is the final change order that adjusts the as built quantities for the project. There have been some increases and decreases in some items causing the changes. Change Orders 1 and 2 were for some additional line replacements to streets that were not included initially. We increased the project because there were additional lines under the roads that needed to be replaced that were not in the original project. This projects objective was to get waterlines out from under the City's roadways and we were able to do that.

Mayor Posey stated the City decided to repair these waterlines before the street was overlaid to keep from having to tear into the new street if a water line was to break.

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Payne as follows, to –wit:

RESOLUTION NO. 075 OF 2014

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATE OF SUBSTANTIAL COMPLETION TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHES AND DAVID LAWLER CONSTRUCTION, INC. FOR THE WATER LINE RELOCATION PROJECT FOR THE FY2013 LCDBG STREETS IMPROVEMENTS PROJECT

BID NO. 0546

WHEREAS, the City of Natchitoches has contracted with David Lawler Construction, Inc. for construction of the Water Line Relocation Project for the FY2013 LCDBG Streets Improvement Project, and

WHEREAS, this work has been completed, and


WHEREAS, a substantial completion inspection has been performed by the Engineer and a representative of the Utility Department for the City of Natchitoches, and they find the project to be complete.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Certificate of Substantial Completion for David Lawler Construction, Inc.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14th day of July, 2014.



LEE POSEY, MAYOR

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: CITY OF NATCHITOCHES

CONTRACTOR: DAVID LAWLER CONSTRUCTION, INC.

CONTRACT DATE: March 25, 2014

CONTRACT FOR: CITY OF NATCHITOCHES

WATER LINE RELOCATION PROJECT

Definition of Substantial Completion

The date of Substantial Completion of a Project or specified part of a Project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part of the Project can be utilized for the purpose for which it was intended. The issuance of this Certificate does not constitute a recommendation of project acceptance, as defined in R.S. 38:2241.1

TO: CITY OF NATCHITOCHES
(Owner)

and TO: DAVID LAWLER CONSTRUCTION, INC.
(Contractor)

Date of Substantial Completion: July 2, 2014


The Work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the contract documents. These items shall be completed by the Contractor within 30 days of Substantial Completion.

The responsibilities between the Owner and the Contractor for maintenance, heat, and utilities shall be as set forth below.

CITY OF NATCHITOCHES

Owner

Authorized Representative 

CGS ENGINEERING, INC.

Engineer

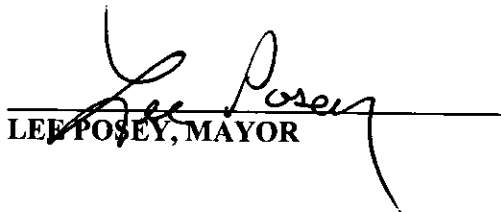
Authorized Representative

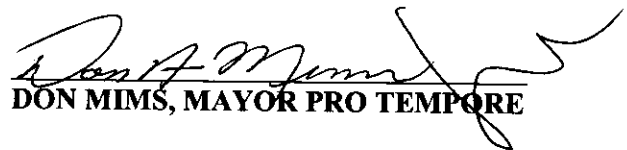
Mayor Posey stated the Family Day at City Park was a tremendous success with several hundred people in attendance and we look forward to having another one next year. We thank everyone for helping and their part in this as it is great for our community. The 4th of July Celebration on the Cane went extremely well. A huge thanks goes to the Tri-Centennial Commission for helping make this a great event.

Ms. Morrow stated there was a tremendous crowd for the LNC from across the country. The Events Center for the banquet was full. The group spent a lot of money downtown and at the hotels which was great for our community.

With no further discussion, the Mayor made a motion for adjournment and all were in favor.

The meeting was adjourned at 6:24 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE